



Land taken by
County Commission-
ers.

KNOW ALL MEN BY THESE PRESENTS: that the undersigned county Commissioners of the County of Hampden, Commonwealth of Massachusetts, under and by virtue of "An Act to provide for the construction at Springfield of a building for the Registry of Deeds and for the Probate Court for the County of Hampden", being Chapter 302 of the "Acts & Resolves" passed by the General Court of Massachusetts in the year 1905, and approved April 17, 1905, have this day taken for the purpose of constructing at Springfield a building for the Registry of Deeds and for the Probate Court for the County of Hampden, that certain tract of land situate in said Springfield on the Northerly side of West State Street, bounded and described as follows, to wit: Southerly by said West State Street Fifty-seven and Eight Twelfths ($57 \frac{8}{12}$) Feet; Easterly by School Lane, so called, One Hundred Twelve (112) Feet; Northerly by land now or formerly of the City of Springfield Fifty-six and Nine Twelfths ($56 \frac{9}{12}$) Feet and Westerly by land formerly of Matilda Erb, One Hundred Twelve (112) Feet, together with all easements and appurtenances thereto. Said land is owned by William H. Dexter.

We have also taken for the purpose aforesaid a strip of land bounded Northerly by Elm Street; Easterly by land of the County of Hampden; Southerly by West State Street and Westerly by the tract above described and land formerly of the City of Springfield, the same being a passage way sometimes known as School Lane. And also all rights which any person or persons may have therein.

Springfield, Mass.,

October 16, 1905.

	W. H. Brainerd)	
(L. S.)	J. H. Hendrick)	County
	J. M. Sickman)	Commissioners.

Hampden, ss: Dec. 6, 1905 10 H. 55 M. A. M.

Received and Recorded with Hampden County Deeds, Book 691,
Page 352.

Attest:

James R. Wells,
Register.

The Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners begun and holden at Springfield, within and for said county of Hampden on the second Tuesday of April, being the ninth day of said month, and by adjournment on the twelfth and twentieth days of said month, and by adjournment on the first, third, eighth, fourteenth, twentieth, twenty-first and twenty-ninth days of said May, and by adjournment on the fifth and eighteenth days of June, in the year of our Lord one thousand nine hundred and seven.

Present,

James M. Sickman, Esq., Chairman,) County Commissioners.
Chas. H. Nutting, Esq.	
Chas. C. Spellman, Esq.	

Commonwealth of Massachusetts.

Hampden, ss:

Springfield, Feb. 1st, 1907.

To the Honorable, the County Commissioners of Hampden County:-

Respectfully represents your petitioner, the Springfield Gas Light Company, a corporation duly organized and existing under the laws of this Commonwealth, and established in Springfield aforesaid:

That it is the owner of a parcel of land in said Springfield extending from Howard Street northerly to State Street and beyond, and from the railroad of the New York, New Haven & Hartford Railroad Company on the west to Water Street on the East, on which property its gas works are located.

That it is desirous of constructing and owning a railroad siding or spur track (the same to be maintained and operated for its own private use in the receipt and delivery of freight in connection with the operation of said gas works) commencing on and connecting with the easterly track of the New York, New Haven & Hartford Railroad a short distance southerly of Howard Street; thence curving slightly to the east and crossing Howard Street (so far within the location of said Railroad); thence diverging from said Railroad location and entering the land of your petitioner, and continuing thereon to Bliss Street; thence crossing Bliss Street and continuing on petitioner's land to the points marked "A" and "B" respectively on the plan herein referred to.

That said Howard Street and Bliss Street are public streets or highways in said City of Springfield, and that the proposed siding or spur track and also the existing tracks of said Railroad Company cross Howard Street and Bliss Street aforesaid at the same level.

That your petitioner has secured the consent of the New York, New Haven & Hartford Railroad Company to construct and maintain such spur track or siding, connecting the same in the manner proposed.

Springfield Gas Light Co. Petr. for leave to construct Private Railroad to cross Howard & Bliss streets in Springfield, at grade.

5.

Book of plans 4, page 15.

The proposed track is shown in red upon the plan hereto annexed, entitled "N.Y. N.H. & H. R.R. Hartford Division Proposed Side Track for the Springfield Gas Light Co. Springfield, Mass. Scale 1" = 50' Nov. 1906."

Your petitioner has duly secured the consent and approval of the Aldermen of Springfield to the above crossings, with their approval of the place and manner thereof, and their permission to use steam power thereon, all as appears by their order duly passed on the first day of February, 1907.

WHEREFORE, your petitioner respectfully prays that this Honorable Board, after notice and a hearing as prescribed by law, will adjudge that public necessity and convenience require the crossings at the same level, and specially authorizing and requiring such construction. And for such other and further relief as may be just and proper.

Springfield Gas Light Company,

By Frederick P. Royce,
Vice President.

The foregoing petition was entered at a meeting of the County Commissioners holden at Springfield within and for said County on the fourth Tuesday of December, in the year of our Lord one thousand nine hundred and six, and due proceedings having been had thereon, the County Commissioners file the following interlocutory decree, to wit:-

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. February 25th, 1907.

On the petition aforesaid after due notice to all persons interested, and a hearing, said Commissioners do adjudge that public necessity require the crossing at the same level as prayed for in said petition.

Chas. C. Spellman, Esq. County Commissioner, being disqualified on account of residence, Harrison Loomis, Esq., Associate Commissioner, was called in, and acted in his stead.

J. M. Sickman) County

C. H. Nutting) Commissioners.

H. Loomis) Associate Commissioner.

And said petition was continued to this meeting and now said Commissioners file the following final decree, to wit:-

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting, April 12, 1907.

Upon the petition of the Springfield Gas Light Company, a corporation duly organized and existing under the laws of this Commonwealth, and established in Springfield, in said county, for leave to construct a Private Railroad to cross Howard and Bliss streets in said Springfield at grade.

It appearing that public necessity requires that the prayer of said petition should be granted and that the Board of Railroad Commissioners have, in writing, consented to said crossing at the same level, and that the petitioner is hereby required to station a flagman at said crossing who shall display a flag by day and a lantern by night when-

ever an engine, car or train is approaching and while it is passing
ing over said crossing, and that no engine, car or train shall cross
at a greater speed than four (4) miles an hour,-

It is hereby decreed that the said Company be specially authorized
to construct its said railroad over said highway at the same level.

Chas. C. Spellman, Esq., County Commissioner, being disqualified
on account of residence, Harrison Loomis, Esq., Associate Commissioner,
was called in, and acted in his stead.

J. M. Sickman) County
C. H. Nutting) Commissioners.
H. Loomis) Associate Commissioner.

Commonwealth of Massachusetts.

Hampden, ss:

PETITION OF THE BOSTON AND ALBANY RAILROAD COMPANY.

To the Honorable the County Commissioners of the County of Hampden: Springfield for de-
pot purposes.

Respectfully represents The Boston and Albany Railroad Com-
pany that it requires additional land without the limits of the route
fixed in the City of Springfield in said County of Hampden, for the
purpose of making and securing its railroad and for depot and station
purposes and for one or more new tracks adjacent to other land occupied
by it by a track or tracks already in use, which additional land is
bounded and described as follows, viz:-

Beginning at a point on the easterly side line of Spring Street, so
called, in said City of Springfield at the intersection of said side
line with the northerly side line of a way known as Columbia Street;
thence running northeasterly by said northerly side line of Columbia
Street to land of The Boston and Albany Railroad Company; thence south-
easterly by said Railroad Company's land to land now or formerly of
Patrick T. and Catherine Curley; thence running northeasterly by the
dividing-line between land of said Railroad Company and said land now
or formerly of said Patrick T. and Catherine Curley and land now or
formerly of Moses Ehrlich, to a corner; thence northwesterly by the
dividing-line between land of said Railroad Company and said land now
or formerly of Ehrlich, to a stone bound; thence northeasterly by
land of said Railroad Company to land now or formerly of said City of
Springfield, to a stone bound in the dividing-line between land of
said Railroad Company and land now or formerly of said City of Spring-
field; thence northwesterly by land of said Railroad Company to a stone
bound; thence northeasterly by the dividing-line between land of said
Railroad Company and land now or formerly of said City of Springfield,
to a corner; thence southwesterly by land of said City of Springfield to
the dividing-line between land of said City of Springfield and land now
or formerly of said Moses Ehrlich; thence southeasterly by said divid-
ing-line between land now or formerly of said Ehrlich and land of said

Boston and Albany
Railroad Co. Petr.
to take land in
Springfield for de-
pot purposes.

6.

Book of plans 4,
page 11.

City of Springfield to land now or formerly of Bloomfield H. Dayton; thence southwesterly by said land now or formerly of Dayton to a corner at land now or formerly of said Ehrlich; thence southeasterly by said land now or formerly of Dayton to Summer Street, so called; thence southwesterly by said Summer Street to a point about three feet westerly of a stone bound set in said street to other land of said Ehrlich; thence northwesterly by land now or formerly of said Ehrlich to a corner; thence southwesterly by land now or formerly of said Ehrlich, by land now or formerly of Margaret J. Walsh and by land of the Heirs of Patrick Gallagher to other land now or formerly of said Ehrlich; thence southeasterly by said land now or formerly of said Heirs of Patrick Gallagher to said Summer Street; thence southwesterly by said Summer Street to said Spring Street; thence northwesterly by said Spring Street to the point of beginning.

Reference is made to the plan entitled "Additional land required by The Boston and Albany Railroad Company for railroad purposes in the City of Springfield," dated February 1907 and signed by Everett E. Stone, Assistant Engineer, filed herewith.

Your petitioner further represents that it is unable to obtain the same by agreement with the owners and that the following are supposed to be owners of said land: Herbert C. Puffer, Samuel Jacobs, Max Mueller and Max H. Mueller, Sarah M. Harrington, Esther Fuchs and Jacob Mehlman, Patrick Biggins, the heirs of Catherine G. Lovis, Lawrence W. Hatch, Patrick T. and Catherine Curley, Moses Ehrlich and the City of Springfield.

WHEREFORE your petitioner prays that your Honorable Board will prescribe the limits within which the same may be taken without the permission of the owners, after due proceedings in the premises.

The Boston and Albany Railroad Company,

By Woodward Hudson,
Counsel.

The foregoing petition was entered at a meeting of the County Commissioners holden at Springfield, within and for said County, on the fourth Tuesday of December, in the year of our Lord one thousand nine hundred and six and due proceedings having been had thereon, the said petition was continued to this meeting and now said Commissioners file the following decree, to wit:-

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. May 20th, 1907.

WHEREAS, upon petition of The Boston and Albany Railroad Company heretofore presented, representing that for the purpose of making and securing its railroad and for depot and station purposes, and for one or more new tracks, it requires certain additional land in the City of Springfield, in said County, outside the limits of its fixed route and adjacent to other land occupied by said corporation by a track or tracks already in use; and that it is unable to obtain said land by agreement with the owners;

And whereas, after due notice to the owners of the land, the

County Commissioners met on the twelfth day of April, 1907, and thereafter by adjournment, on the twenty-ninth day of April, A.D. 1907, after a hearing and due consideration thereof, at which hearing the City of Springfield, Moses Ehrlich, Max and Max H. Mueller, Patrick L. Biggins, Esther Fuchs and Jacob Mehlman, and Samuel Jacobs supposed owners of portions of said land, were present or represented;

Said Commissioners find that the petitioner, The Boston and Albany Railroad Company, requires three (3) parcels of land, each of which is outside the limits of its fixed route and adjacent to other land occupied by it by tracks already in use, for the purpose of making and securing its railroad, and for depot and station purposes and for one or more new tracks, and that it is unable to obtain the same by agreement with the owners, and prescribe and decree that the petitioner may take said parcels of land in the manner provided by law, without the permission of the owners, within the following limits, to wit:-

Parcel No. 1. Beginning at the intersection of the northwesterly line of Summer Street with the dividing-line between land of Samuel Jacobs and land of The Boston and Albany Railroad Company formerly of H. C. Puffer; thence running northwesterly by said dividing-line one hundred and twelve (112) feet to the southeasterly line of a way known as Columbia Street or Athol Place; thence running southwesterly by land of said railroad company formerly of H. C. Puffer fifty-seven and five tenths (57.5) feet to the northeasterly line of Spring Street; thence running northwesterly by the northeasterly line of said Spring Street to the northwesterly line of said Columbia Street; thence running northeasterly bounded northwesterly by land of said railroad company about four hundred and four (404) feet to other land of said railroad company; thence running southeasterly by said land of said railroad company to land formerly of Patrick and Catharine Curley now of said railroad company; thence running southwesterly by land formerly of said Curleys, by land formerly of L. W. Hatch and by land formerly of the heirs of Caroline G. Lovis now of said railroad company to the dividing-line between said land formerly of Lovis and land of Patrick L. Biggins; thence running southeasterly by said dividing-line between said land formerly of Lovis and land of said Biggins one hundred and ten and fifty-eight hundredths (110.58) feet to the northwesterly line of said Summer Street; thence running southwesterly by the northwesterly line of said Summer Street to the dividing-line between land of Esther Fuchs and Jacob Mehlman and land of said railroad company formerly of Sarah M. Harrington; thence running northwesterly by said dividing-line between said land of Fuchs and Mehlman and said land formerly of Harrington one hundred and eleven and fifteen hundredths (111.15) feet to the southeasterly line of said Columbia Street; thence running southwesterly by said land formerly of Harrington to the dividing-line between said land formerly of Harrington and land of Max and Max H. Mueller; thence running southeasterly by said dividing-line between said land formerly of Harrington and said land of Max and Max H. Mueller to the northwesterly

line of said Summer Street; thence running southwesterly by the northwesterly line of said Summer Street to the place of beginning.

Parcel No. 2. Beginning at a point in the dividing-line between land of Moses Ehrlich and land of said railroad company formerly of Patrick and Catharine Curley distant fifty-seven (57) feet northwesterly from the northwesterly line of Summer Street; thence running northwesterly by said dividing-line about fifty-three (53) feet to other land of said railroad company; thence running northeasterly by the dividing-line between land of said Ehrlich and land of said railroad company twenty-one and five tenths (21.5) feet to a corner; thence running northwesterly by the dividing-line between land of said Ehrlich and land of said railroad company about forty-six (46) feet to a stone monument set in the ground; thence running northeasterly by the dividing-line between land of said Ehrlich and land of said railroad company about one hundred and eighty-three (183) feet to a point distant thirty-four (34) feet southwesterly from a stone monument set in the ground at the northeasterly corner of land of said Ehrlich; thence running southwesterly about two hundred and twenty-seven (227) feet to the place of beginning.

Parcel No. 3. Beginning at a point in the dividing-line between land of the City of Springfield and land of said railroad company distant twelve (12) feet northwesterly from the said stone monument set in the ground at the northeasterly corner of land of said Ehrlich; thence running northwesterly by said dividing-line between land of the City of Springfield and land of said railroad company about sixty-eight (68) feet to a stone monument set in the ground at the northwesterly corner of land of the said City of Springfield; thence running northeasterly by the dividing-line between land of said City of Springfield and land of said railroad company one hundred and seventy-six (176) feet; thence running southwesterly by land of said City of Springfield about one hundred and eighty-two (182) feet to the place of beginning.

Said parcels are shown upon a plan filed herewith and made a part of this decree, entitled "Plan showing additional land required by The Boston and Albany Railroad Company for railroad purposes in the City of Springfield", dated April 29, 1907 and signed by Everett E. Stone, Assistant Engineer.

Charles C. Spellman, Esq., being disqualified on account of residence, Wm. H. Porter, Esq., Associate Commissioner, was called in and acted in his stead.

J. M. Slickman)	County
C. H. Nutting)	Commissioners.
W. H. Porter)	Associate Commissioner.

Act of Congress, Number 221, 1904.

AN ACT TO AUTHORIZE THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF HAMPDEN, in the Commonwealth of Massachusetts, to construct a bridge across the Connecticut River between CHICOPEE and WEST SPRINGFIELD, in said county and Commonwealth.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

That the board of county Commissioners of the county of Hampden, in the Commonwealth and Massachusetts, be, and hereby is, authorized to construct and maintain a bridge across the Connecticut River connecting Exchange street, in the city of Chicopee, in said Commonwealth, and Wayside avenue, in the town of West Springfield, in said Commonwealth.

Sec. 2. That said bridge shall be built and located under and subject to such regulations for the security of navigation as the Secretary of War may prescribe, and to secure that object the said board of county commissioners shall submit for his examination and approval designs and drawings of said bridge, and maps of the location thereof, giving, for the space of one-half mile above and one-half mile below the proposed location, the topography of the banks of the river, the shore lines at high and low water, the direction and strength of the currents, and the soundings, accurately showing the bed of the river, and shall furnish such other information as may be required for a full and satisfactory understanding of the subject; and until the said plans and location are approved by him the said bridge shall not be commenced or built, and should any change be made in said bridge before or after completion, such change shall likewise be subject to the approval of the Secretary of War.

Sec. 3. That said bridge shall be so kept and managed as to offer reasonable and proper means for the passage of vessels through or under the same; and for the safety of vessels passing at night there shall be displayed on said bridge, from sunset to sunrise, such lights or other signals as the Light -House Board shall prescribe; and any changes in said bridge which the Secretary of War may at any time deem necessary to be made, and shall order in the interest of navigation, shall be made by said board of county commissioners at its own expense.

Sec. 4. That the bridge constructed, maintained, and operated under this Act and according to its limitations shall be a lawful structure, and shall be recognized and known as a post route, upon which no higher charge shall be made for the transportation over the same of the mails, troops, and munitions of war of the United States than the rate per mile paid for transportation of said mails, troops, and munitions of war over public highways leading to said bridge; and the United States shall have the right of way for telegraph, postal, and telephone purposes over said bridge, and equal privileges in the use of said bridge shall be granted to all telegraph and telephone companies.

Sec. 5. That this Act shall be null and void if actual con-

Chicopee and West
Springfield Bridge.

10.

Plans in draw in
case for plans.

See Superior Court.

No. 3268.

MISCELLANEOUS
HIGHWAY

Book #1

Page #1-29

struction of the said bridge be not commenced in one year
and completed in three years from the date hereof.

Sec. 6. That the right to alter, amend, or repeal this Act is hereby expressly reserved.

Approved, April 28, 1904.

Chapter 398 of the Acts of 1904.

AN ACT TO PROVIDE FOR THE CONSTRUCTION OF A BRIDGE OVER THE CONNECTICUT RIVER BETWEEN THE CITY OF CHICOPEE AND THE TOWN OF WEST SPRINGFIELD.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:-

Section 1. Subject to the provisions of chapter ninety-six of the Revised Laws and of all amendments thereof, and of all other general laws which may be applicable, the county commissioners of the county of Hampden are hereby authorized and directed, within two years after the first day of January in the year nineteen hundred and four, to construct a new bridge with suitable approaches, over the Connecticut river, connecting Exchange Street in Chicopee with Wayside avenue in West Springfield, in place of the one destroyed by fire on the twelfth day of November, nineteen hundred and three. Said bridge shall be of such width, grade, material and construction as said county commissioners, with the approval of the board of harbor and land commissioners, shall deem reasonably necessary and proper.

Section 2. The costs and expenses incurred hereunder shall not exceed the sum of one hundred and fifty thousand dollars, and shall in the first instance be paid by the county of Hampden; and the county commissioners of said county are hereby authorized and directed to borrow on the credit of the county such sums of money as may from time to time be required for such cost and expenses. All money so borrowed shall be deposited in the county treasury, and the treasurer of the county shall pay out the same as ordered by said county commissioners, and shall keep a separate and accurate account of all sums borrowed and expended, including interest.

Section 3. When the bridge and approaches are completed and the full cost and expense of the same ascertained, said county commissioners shall report the fact to the superior court for the county of Hampden, setting forth in detail the cost and expense thereof, including interest on money borrowed therefor; and upon the application of said county commissioners or of any party in interest, and after such notice as the court may order, and a hearing, the court shall assess said cost, expenses, and interest upon the following parties and in the following proportions, to wit:-

On the county of Hampden, thirty-five onehundredths; on the city of Chicopee, forty-five one hundredths; and on the town of West Springfield twenty-one hundredths; and the court shall order the sums so assessed to be paid into the county treasury in such time as the court may order, and shall make such order in reference to the proportion assessed on said county as may be just and proper.

Section 4. Said county commissioners shall estimate and determine all damages that may be sustained by any person or corporation by reason of the construction of said bridge and its approaches, as aforesaid; and any person or corporation aggrieved by their determination may have his or its damages assessed by a jury in the same manner as is provided by law with respect to damages sustained by reason of the laying out of highways.

Section 5. When the bridge is completed it shall be maintained and kept in repair and safe and convenient for travel by the city of Chicopee and the town of West Springfield jointly, and the expense thereof shall be borne as follows, to wit:- Two thirds by the city of Chicopee, and one third by the town of West Springfield. Liability for defects in said bridge and its approaches and abutments, after it is completed, shall exist on the part of said city and the said town in the proportion of two thirds upon the said city and one third upon the said town.

Section 6. Said bridge may be constructed without any draw, provided the harbor and land commissioners and the federal government consent thereto. But if at any time after the completion of the bridge the construction of a draw shall be required by the proper authorities, then such draw shall be constructed by said county commissioners, and the cost of constructing the same shall be borne by the same parties and in the same proportions as herein provided for payment of the cost of construction of the bridge, and the same proceedings may be had in the superior court in relation thereto.

Section 7. This act shall take effect upon its passage.

House of Representatives, May 27, 1904.

Passed to be enacted,

Louis A. Frothingham, Speaker.

In Senate, May 31, 1904.

Passed to be enacted,

George R. Jones, President.

June 2, 1904.

Approved,

John L. Bates.

Commonwealth of Massachusetts.

Office of the Secretary.

Boston, June 18, 1904.

A true copy.

(L. S.)

Witness the Great Seal of the Commonwealth

Wm. M. Olin,

Secretary of the Commonwealth

Chapter 230 of the Acts of 1906.

AN ACT TO AUTHORIZE THE COUNTY COMMISSIONERS OF THE COUNTY OF HAMPDEN to borrow money for the construction of the bridge between CHICOPEE and WEST SPRINGFIELD.

Be it enacted, etc. as follows:

Section 1. In order to provide for the share of the expense of building the new bridge over the Connecticut river between the city of Chicopee and the town of West Springfield, to be borne by the county of Hampden, according to the provisions of chapter three hundred and ninety-eight of the acts of the year nineteen hundred and four, which provides for the construction of said bridge, the county commissioners of the said county are hereby authorized to borrow the sum of forty-five thousand dollars on the credit of the county, and to issue notes, bonds or scrip therefor. The said loan shall be paid out of the amount received by said county for taxes, in such annual payments as the said commissioners may determine.

Section 2. This act shall take effect upon its passage.

Approved April 2, 1906.

On the nineteenth day of October, in the year of our Lord one thousand nine hundred and four, a license was issued from the Board of Harbor and Land Commissioners. And on the twenty-ninth day of said October, the plans were approved by the War Department.

NOTICE TO CONTRACTORS.

Sealed bids for removing and rebuilding portions of the piers and abutments of the bridge over the Connecticut River between Chicopee and West Springfield, in accordance with the form of contract and specifications contained in the following pages, will be received by the County Commissioners of Hampden County at their office at the Court House, Springfield, Massachusetts, until 12 o'clock, M. of January 11th, 1905, and at that time and place will be publicly opened and read.

The work will consist of removing the upper portions of six existing piers and two existing abutments down to such a point as may be specified as the work progresses by the Engineer of the Commission, in rebuilding the said piers and abutments in accordance with plans accompanying these specifications, and in building two small concrete abutments, and doing a small amount of filling and grading behind and in front of the concrete abutments. There will be approximately, 1,150 cubic yards of masonry to be removed and replaced, but this quantity is liable to variation as the progress of the work discloses the condition of the existing masonry. Some of the stones removed may be used in the new work, if found suitable and approved by the Engineer of the Commission. The piers are, furthermore, to be surrounded by more or less rip-rap, as directed by said Engineer. For this purpose the stones removed from the piers may be used, broken, if necessary, to proper sizes.

The new masonry is to be of sandstone facing with concrete backing.

Further particulars of the work are given in the following specifications, and on the contract drawings.

The plans can be seen at the office of the Commissioners, Court House, Springfield, Mass.

Each bidder is requested to make a statement indicating what masonry work he has done, and to give such recommendations as will en-

able the Commissioners to judge of his experience, skill, and business standing.

Each bid must be signed by the bidder with full name and address, inclosed in a sealed envelope indorsed "Bid for removing and rebuilding portions of stone piers and abutments of bridge over Connecticut River between Chicopee and West Springfield," and delivered to the Commission or its clerk; and in the presence of the person offering the bid it will be deposited in a sealed box provided for that purpose. No bid will be allowed to be withdrawn after it has been so deposited with the Commission.

No bid will be received and deposited unless accompanied by a properly certified check for the sum of \$1,000 payable to the order of the Treasurer of Hampden County, which check shall be returned to the bidder unless forfeited as hereinafter provided. Such check must not be inclosed in the sealed envelope containing the bid, but must be delivered to the Commission, or to its clerk, who will give a proper voucher for the deposit. All such deposits, except that of the successful bidder, will be returned to the persons making the same within three days after the contract is executed.

A bond, in the form hereinafter set forth, will be required for the faithful performance of the contract in a sum of twenty per cent. of the bid, of an approved surety company.

The bidder is requested to name the surety company which will sign his bond in case the contract is awarded him.

The contract must be signed and the bond furnished within six days (Sunday excepted) after the date of the notification by the Commission of the acceptance of the proposal and the readiness of the contract for signature; and in case of the failure of the bidder, after such notification, to execute the contract and furnish the bond within said time, the proposal will be considered as abandoned, and the certified check accompanying the proposal shall be forfeited to the County.

The Contractor must begin active preparations for the work within six days of the date of the contract, unless the Commission shall authorize a further delay, and work is to be continued with regularity until its completion.

The Commission is authorized to deduct from any moneys which are due or may become due the Contractor under this agreement, \$25.00 per day as liquidated damages for each and every day the aforesaid work may be uncompleted beyond the time herein stipulated for its completion.

All bids must be made upon the blank form hereto annexed. Each bidder will state prices for each separate item of the work. These prices are to cover all the expenses incident to the completion of the work in full conformity with the specifications. The prices bid must be stated both in words and in figures. All bids which do not contain prices for all the items which are called for in the forms for bids, or which are otherwise not in conformity with this notice, may be rejected.

If the price of any item appears to the Commission to be abnor-

mally high or low it may lead to the rejection of the bid containing such price.

The quantities given in the bid are to be considered simply as a basis for comparison; and the Commission reserves the right of increasing or diminishing them as it or the Engineer may deem necessary, without change of price per unit of quantity.

Estimates will be made monthly, as stated in Article O, but the Commission may advance to the Contractor weekly such payments on account of work done as it deems prudent.

The specifications and forms of Bid, Contract, and Bond are to be found in the following pages.

The Commission desires to have the work done at as early a date as is reasonably practicable, and the time for completion named by the bidder in his bid will be deemed an important consideration in determining the award of the contract.

The Commission reserves the right to reject any and all bids, and to award the contract as it deems for the best interest of the County of Hampden.

James M. Sickman, Chairman.

William H. Brainerd,

Joel H. Hendrick,

County Commissioners.

Robert O. Morris, Clerk.

George F. Swain, Consulting Engineer.

Office of the County Commissioners of Hampden County, Court House,
Springfield, Mass.

B I D

For removing and rebuilding portions of stone piers and abutments of bridge over Connecticut river between Chicopee and West Springfield.

To the County Commissioners of Hampden County, Massachusetts:

The undersigned (hereinafter called the Contractor) hereby declares that the only persons interested in this bid as principals are named on page 10 (8); that no person acting for, or employed by, the County of Hampden is directly or indirectly interested in this bid, or in any contract which may be made under it, or in expected profits to arise therefrom; and that this bid is made in good faith, without fraud or collusion or connection with any other person bidding for the same work; that he has carefully examined the locality where the work is to be done, and the annexed form of contract and specifications, and has studied the drawings therein referred to; and he hereby bids, in accordance with the Notice to Contractors, to provide all necessary machinery, tools, apparatus, and other means for construction, and do all the work and furnish all the material called for by said contract and specifications, in the manner therein prescribed and according to the require-

ments of the Engineer, including all incidental work, and to complete the work on or before July 1st, 1905 or five and one half months from date contract is awarded for the following sums, to wit:

Item (a) For removing 1,025 cubic yards, more or less, of existing masonry of piers above grade 45, measured in place (but not used for rip-rap), including storing all such material which is used in the new masonry and removing from the site and disposing of all the rest, the sum of One and 95/100 Dollars (\$1.95) per cubic yard.

Item (b) For removing 125 cubic yards, more or less, of existing abutment masonry above grade 55, measured in place (but not used for rip-rap), including storing all such material which is used in the new masonry and removing from the site and disposing of all the rest, and also including sustaining or excavating the earth behind it and in every way preparing the masonry remaining to receive the new masonry which is to be placed upon it, the sum of One and 40/100 Dollars (\$1.40) per cubic yard.

Item (c) For 300 cubic yards, more or less, of existing masonry to be removed, broken and deposited for rip-rap, measured in existing piers or abutments, the sum of one and 75/100 Dollars (\$1.75) per cubic yard.

This item is liable to large variation.

Item (d) For rip-rap of new material, the sum of Two and 75/100 dollars (\$2.75) per cubic yard.

Items (c) and (d) are in a measure alternatives of each other, depending upon the availability of the old stone for use in the new piers. The total amount of rip-rap, roughly estimated, is indicated under (c).

Item (e) For 870 cubic yards, more or less, of new stone masonry in piers and abutments, the sum of twenty-two and 21/100 Dollars (\$22.21) per cubic yard.

Item (f) For new stone masonry in piers or abutments, using stones removed from old piers or abutments, the sum of ten and 50/100 Dollars (\$10.50) per cubic yard.

Items (e) and (f) are in a measure alternatives of each other. The total estimated amount of new work is indicated under (e), of which a portion may be laid with old stone if directed by the Engineer.

Item (g) For 186 cubic yards, more or less, of Portland cement concrete used for backing in piers above grade 45, the sum of seven and 25/100 Dollars (\$7.25) per cubic yard.

Item (g) is in a measure an alternative of Items (e) and (f).

Item (h) For building two concrete abutments complete, according to plan, including grading back of old abutments and filling back of new abutments, the sum of Ten hundred and fifteen dollars (\$1015.00)

Item (i) For extra work done by written order of the Engineer and approved by the Commission, not similar in character to the foregoing items, and for which no price is set in the said written order, its direct (not including consequential) cost to the Contractor, as deter-

mined by the Engineer, and not exceeding what the Engineer deems reasonable, plus fifteen per cent. of said cost.

This direct cost may include the cost of mechanics, laborers, and material furnished, and of a reasonable proportion of the time of the foreman and timekeeper. It shall not include any charge for the use of tools, for service of the Contractor, for insurance, or for any expenditures other than those enumerated above.

Signature of person, or corporation making bid:

Rivers and Young.

P. O. Address:

P. O. Box 85. Holyoke, Mass.

Dated:

Jan. 11th, 1905.

The full names and residences of all the persons interested in this bid, as principals, are as follows:

Notice, - Give first and last names in full, and in case of corporations give name of president, treasurer, and manager.

Frank A. Rivers

David H. Young

The name and address of the surety company which will sign the bond are given below:

Aetna Indemnity Co. of Hartford, Main Office,

New York City.

Agreement to be executed in triplicate; one copy to be kept by the Commission, one to be delivered to the County Treasurer, and one to the Contractor.

Board of Commissioners for Hampden County, Massachusetts, 1905.

CONTRACT- AND SPECIFICATIONS

For removing and rebuilding portions of stone piers and abutments of bridge over Connecticut river between Chicopee and West Springfield, Mass.

This agreement, made and concluded this seventeenth day of January, in the year nineteen hundred and five, by and between the County of Hampden Commonwealth of Massachusetts, by the County Commissioners (but not for the members of the Commission individually or jointly), party of the first part, and FRANK A. RIVERS and DAVID H. YOUNG, both of Chicopee in said County, Copartners doing business under the name of RIVERS and YOUNG, party of the second part;

Witnesseth, That the parties to these presents, each in consideration of the covenants and agreements on the part of the other, herein contained, have covenanted and agreed, do and hereby covenant and agree, the party of the first part for itself, the party of the second part for themselves and their heirs, executors, administrators, and assigns, and under the penalty expressed in a bond bearing even date with these presents, and thereto annexed, as follows:-

Wherever the word "Commission" is used in this agreement, the same means the County Commissioners of Hampden County, acting for the County of Hampden, Massachusetts, and no member of said Commission or any employee thereof shall be personally responsible for any liability arising under this contract.

"Commission."

Wherever the word "Engineer" is used in this agreement, the same means the Consulting Engineer of the said Commission, acting either directly or through his properly authorized agents, acting within the scope of the particular duties intrusted to them.

"Engineer."

Wherever the word "Contractor" is used in this agreement, the same means the person or persons, or copartnership or corporation, which has entered into this contract as the party of the second part, or his or their legal representatives.

"Contractor."

ARTICLE A.

The Contractor shall begin active preparations for the work within six days from the date hereof, unless the Commission shall authorize or direct a further delay, and shall, at his own proper cost and expense, and on or before the expiration of the time stated in the bid, do all the work, furnish all the machinery, tools, and all materials, and do everything required except as herein specified, in the manner and under the conditions and requirements herein specified and do all and singular the things in this contract and specifications provided in accordance with plans now on file in the office of said Commission and such as may be furnished by the Commission as the work progresses.

Commencing and finishing work.

Machinery, tools, and material.

Plans.

To prevent disputes and litigation, the Engineer shall be the referee to decide all questions which may arise relative to the fulfillment of this contract on the part of the Contractor; and his estimates and decisions shall be final and conclusive. All the work contemplated and described in this contract shall be done to the satisfaction of the Engineer, who shall be sole judge as to the fitness of materials, and shall have the right of correcting any errors or omissions in the plans and specifications, when such correction is necessary for the proper fulfillment of their intention; the action of such correction to date from the time that the Engineer gives due notice thereof.

Engineer to be referee.

Work to be satisfactory to Engineer.

Correcting errors or omissions.

The Commission and every member of it, the Engineer, and the employees of the Commission and Engineer, shall at all times have the right to enter the premises upon which work is being done under this contract, and to inspect the said work and materials, and to ascertain as to whether or not the construction is carried on in accordance with this contract, and the Contractor shall furnish all reasonable facilities and notice, and give ample time for such inspection; but neither the Commission, nor any member of it, nor the Engineer, nor any employee of the Commission or Engineer, shall have any control or direction over the progress of the work (except that the Engineer shall have the power herein expressly vested in him by this contract), nor any control or superintendence over the scaffolding, apparatus, ways, works, machinery, or plant; the sole responsibility for the proper conduct of the work

Facilities and notice for inspection.

resting with the Contractor.

Power of Engineer.

The Engineer shall not be deemed to be the agent of the Commission or the County for any purpose whatsoever, and shall have no power, direction, or control over the work embraced in this contract, except as herein expressly set forth, or as may hereafter be voted by the Commission. The Engineer shall have power, without further authority from the Commission; to condemn all work which in his opinion is not done in accordance with this contract and specifications, or is not done to his satisfaction; to make the measurements and certificates provided for in this contract as conditions precedent to any obligation on the part of the County to pay for the work embraced in the contract; and to specify, order, or direct, either orally or in writing, the manner in which the work described in the specifications shall be executed; but such power and authority shall be confined to the direction or specification of what is to be done under this contract, and shall not extend to the actual execution of the work, which shall be in the control of the Contractor, and for which the Contractor alone shall be responsible. The Engineer shall also have power, with the approval of the Commission, to draw detail plans, to change the plans or materials, order extra work, and to grant extensions of time, as in this contract provided, and to do anything else permitted to him in this contract; provided, that if any changes in plans or materials increase the cost the Contractor shall be fairly remunerated; and in case they diminish the cost proper deduction from the contract price shall be made -- the amount to be paid or deducted to be decided by the Engineer.

ARTICLE B.

Requirements of Notice to Contractor. Bid and contract plans are part of specifications and contract.

The Notice to Contractors, the bid and all other parts of this pamphlet, the contract plans and the requirements stated thereon are to be considered as part of this contract.

Work to be done.

The work to be done consists in building two new concrete abutments, doing a small amount of filling and grading behind and in front of these, and in removing the upper portions of six existing masonry piers and two abutments down to such grade as may be specified by the Engineer as the work progresses and rebuilding them; all in the locations and of the forms and dimensions shown on a set of plans signed by George F. Swain, Consulting Engineer, and filed in the office of the County Commissioners, Court House, Springfield, Massachusetts, as described in these specifications.

All work shall be built in accordance with the terms of this contract as interpreted by the Engineer, subject to such modifications and additions as shall be deemed necessary during its execution, and in no case shall any work in excess of the requirements of the plans and specifications be paid for unless ordered in writing by him and approved by the Commission.

Material of piers.

The piers are to be built of sandstone masonry and concrete. Such of the stones removed from existing piers and abutments as may be considered suitable by the Engineer, may be used in rebuilding. Any

openings found in the old masonry below the part removed are to be filled with concrete as directed by the Engineer.

Filling.

Such piers as may be directed by the Engineer are to be surrounded by rip-rap, for which the masonry removed from the piers and abutments, broken if necessary, may be used in whole or in part, as directed by the Engineer.

Rip-rap.

The Contractor is to be responsible for the accurate construction of the new masonry in the positions and to the dimensions shown, unless the same shall be altered by the Engineer as provided for under Article A.

Masonry construction.

The Contractor shall provide such assistance and material as may be required by the Engineer for giving lines, grades, etc., and shall carefully preserve the marks of the Engineer.

Assistance and material.

All materials removed and not again used by direction of the Engineer are to become the property of the Contractor.

Old material.

ARTICLE C.

Materials and Workmanship.

The cement used in the work is to be a true Portland cement of either Alpha, Atlas, Lehigh or Vulcanite brand, and is to be fine ground and put up in well-made casks,

Portland cement concrete.

All the cement is to be subject to such physical and chemical tests as may be determined by the Engineer. Cement containing more than 1.75 per cent. of sulphuric acid, or found to be of abnormal composition, may be rejected. Evidence of an excess of free lime in the cement will also be considered cause for its rejection. "Quick setting" cement will not be accepted.

Tests to determine the action of each lot of cement may be made, the materials and labor for these tests to be furnished by the Contractor.

Testing of cement.

During the progress of the work the Contractor is to keep in store, at some convenient point, a sufficient quantity of cement to allow twenty days for testing before it is to be used in the work, and the Engineer is to be notified at once of the readiness of all cement for testing.

All cement is to be so stored and cared for as to keep it dry and in as good condition when ready for use in the work as when tested.

Any cement which is not satisfactory to the Engineer will be rejected, and is not to be brought to or remain at the work.

The sand used for concrete and mortar is to be clean, and sharp, of coarse or mixed sizes, and free from objectionable materials.

Sand.

Broken stone or pebbles used in concrete are to be clean and sound and are to vary in size from one quarter inch to two and one half inches in diameter; they must be free from dust either loose or adhering to the stone.

Stone.

The concrete used in the work is to be made of one part of Portland cement, two parts of sand, and four parts of the stone or pebbles before specified.

Concrete.

All measurements of cement, sand, pebbles, and broken stone are to be made by volume in a manner satisfactory to the Engineer and with such quantity of water as he may from time to time determine; measuring boxes, scales, and labor for determining a standard of measurements, to be furnished by the Contractor.

The concrete is to be mixed in batches of measured materials in a manner approved by the Engineer.

Mixing mortar.

Mortar used in the work is to be made of one part of cement and two parts of sand, excepting that for pointing, which is to be made of equal parts of cement and fine sharp sand.

Concrete or mortar must be used as soon as practicable after mixing, must not be used after it has begun to set, or has become hard; and no concrete or stonework is to be laid in freezing or inclement weather or under water, except by the permission of the Engineer, with such precautions and in such manner as he may require. No dumping of concrete through water will be allowed.

Concrete must be tamped if necessary so as to form a compact, dense mass of the best quality, and must be allowed to set, without load, for such time as may be approved by the Engineer. Any voids discovered shall be filled with rich concrete or mortar.

Stone.

The stone to be used in the work is to be sandstone, sound and free from structural defects, of such quality and colors as may be satisfactory to the Commission. None inferior to the sample in the office of the Commission, and labeled "Stone for Chicopee and West Springfield bridge," shall be used.

The dimensions and arrangement of the stones are to be substantially as shown on the plans.

Masonry.

The beds are to be dressed to lay one half inch joints, but this should not exclude stones whose joint-surfaces may have cavities not more than six inches across or one inch deep, provided that the total area of such cavities in any stone shall not exceed one third the area of the joint-surface in which they exist and that no such cavities are nearer than three inches to the edge of the joint.

The vertical joints are to be dressed for one half inch joints for one foot back from their faces in piers and abutments and dressed or split for from one inch to three inch joints for the balance of the depth.

Faces of stone are to be quarry faced, pitched to line and to the batter required, and to be out of wind and full to line; to have no projections of more than three inches and no hollow faces, and must show no drill holes.

Backs of stones are to be quarry split.

All stones are to be laid solid in cement mortar and vertical joints filled with the same.

All spaces between the stones in the piers, except the joints are to be filled with concrete, laid to the satisfaction of the Engineer, and finished flush with each course.

All face joints are to be finished in a satisfactory manner as the work progresses, or raked out and neatly pointed as may be required.

Coping stones are to be 18 inches thick, except those under truss bearings which are to be 24 inches thick, and of the dimensions shown on the plans. They are to be dressed for one half inch bed joints and vertical joints, and rough hammered full to line on top. Stones under truss bearings are to be finished on top to grade with six cut work. Faces are to be quarry faced, pitched to line, and to show no drill or dog holes. Dowels and clamps are to be used where shown on the plans. The holes for the dowels are to extend five inches into each course and are to be filled with neat cement mortar around the dowels; clamps are to be set four inches into each stone.

Coping masonry.

ARTICLE D.

General Requirements.

The work is to be prosecuted in such order as may be prescribed by the Engineer.

Laws and ordinances to be observed.

In all the operations connected with the work herein specified, all city ordinances, and all laws controlling or limiting in any way the actions of those engaged on the work, or affecting the materials applied to them, must be respected and strictly complied with.

The Contractor shall provide watchmen, lights, and fences at his own expense, and take such other precautions as may be necessary to protect life and property.

Watchmen, lights, etc.

The Contractor shall be liable for all damage occasioned in any way by his act or neglect, or that of his agents, employees, or workmen.

Any unfaithful or imperfect work or material that may be discovered before the final acceptance of the work shall be corrected or replaced immediately, on the requirement of the Engineer, notwithstanding that it may have been overlooked by the proper inspector, and estimated. Any materials condemned or rejected by the Engineer may be branded or otherwise marked, and shall on demand be at once removed to a satisfactory distance from the work. Any omission to disapprove the work at the time of inspection or at the time of any monthly or other estimate shall not relieve the Contractor of any of his obligations; and all work, of whatever kind, which, during its progress and before it is finally accepted, may become damaged from any cause shall be removed, and replaced by good and satisfactory work.

Correcting imperfect work that may have passed inspection.

The Contractor is to furnish, free of charge, such temporary structures at and about the piers as may be necessary for maintaining points and lines given by the Engineer for building the work, and is to give said Engineer such facilities and materials for giving said points and lines as he may require; the Engineer's marks must be carefully preserved.

Contractor to furnish temporary structures.

The Contractor shall employ suitable foremen to represent him at different parts of the work, and they shall receive and obey instructions from the Engineer.

Foremen.

Skilled workmen to be employed.

The foremen, mechanics, and others employed by the Contractor shall be skilled in the several parts which are given them to do.

No incompetent or disorderly help.

If any person employed on the work by the Contractor be disobedient, or appears to the Engineer to be incompetent, unfaithful, or disorderly, he shall be discharged immediately on the requisition of the Engineer, and shall not be again employed on the work.

No spirituous liquors.

The Contractor shall neither bring nor allow other to bring any spirituous or fermented liquor, or other intoxicant, upon the grounds occupied for the prosecution of the work; neither shall he furnish nor allow others to furnish liquors, or other intoxicants, to the workmen in his employ.

Necessary convenience.

Necessary conveniences, properly secluded from public observation, shall be constructed wherever needed, for the use of the laborers on the work.

Removal of temporary structures.

After the completion of the work the Contractor is to remove all temporary structures built by him, and all surplus materials of all kinds, from the site of the work, and leave the masonry clean and presentable.

Every employee under this contract shall lodge, board, and trade where and with whom he elects, and no person or his agents or employees under this contract shall directly or indirectly require as a condition of employment hereunder that the employee shall lodge, board, or trade at a particular place or with a particular person -- see Chapter 106, Section 13, Revised Laws of Massachusetts.

In the employment of mechanics and laborers under this contract, preference shall be given to citizens of the Commonwealth, and if they cannot be had in sufficient numbers then to citizens of the United States -- see Acts of 1904, Chapter 311.

ARTICLE E.

No official of County to be interested in contract.

This contract shall be utterly void as to the County if any person employed in any official capacity by the County is either directly or indirectly interested therein.

ARTICLE F.

Contract not to be assigned or work sublet without consent.

The Contractor shall give his personal attention to the fulfillment of this contract; and shall keep the same under his control; and shall not assign, by power of attorney or otherwise, any portion of the said work, unless by the previous consent of the Commission, to be signified by indorsement on this agreement. No part of this work shall be sublet except to parties skilled in and properly equipped for the same and satisfactory to the Commission.

ARTICLE G.

Neither extension of time nor acceptance of work a waiver of right to abrogate contract.

Neither an extension of time, for any reason, beyond that fixed herein for the completion of the work, nor the permitting of the Contractor to go on and finish the work after the expiration of said time, nor the acceptance of any part of the work called for by this contract, shall operate as a waiver of any of the rights of the said party of the first part, under this agreement.

ARTICLE H.

If the work to be done under this agreement shall be abandoned, or if this contract shall be assigned by the Contractor, otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing to the Commission, that the said work is unnecessarily or unreasonably delayed, or that the Contractor is willfully violating any of the conditions or agreements of this contract, or is not executing said contract in good faith, or is not making such progress in the execution of the work as to indicate its completion within the required time, the Commission may notify the Contractor to discontinue all work, or any part thereof, under this contract; and thereupon the Contractor shall discontinue said work, or such part thereof as the Commission may designate; and the Commission shall thereupon have the power, by contract or otherwise, as it may determine, to complete the work herein described, or such part thereof as it may deem necessary; and to use such implements, tools, and materials of every description as may be found upon the line of said work, and to procure other tools and materials for the completion of the same; and the expense of said contracts, labor, and materials, animals, carts, wagons, implements, and tools shall be charged to the Contractor, and deducted and paid by the County out of any moneys then due, or which at any time thereafter may become due, or which in case of performance according to its terms would have become due to the Contractor under this contract, or any part thereof, and in case such expense is less than the sum which would have been payable under this contract if the same had been completed by the Contractor, then the Contractor shall be entitled to receive the difference; and in case such expense shall exceed the last-named sum, then the Contractor shall pay the amount of such excess to the County on notice from the Commission of the excess so due; but such excess shall not exceed the amount owed by the County, under this contract, at the time the Contractor is notified to discontinue said work, or any part thereof, plus the amount of the bond executed by the Contractor for the performance of this contract. In such accounting the Commission shall not be held to obtain the lowest figures for the work of completing the contract; but all sums actually paid for such completion shall be credited to the County. And it is further agreed that, in case the Contractor does not complete the aforesaid work at the stipulated time, the Commission may, in lieu of the foregoing provision, pay the Contractor for the parts already done, according to the provisions of this contract, and may treat the parts remaining undone as if they had never been included in or contemplated by this contract.

ARTICLE I.

The prices named in the portion of this pamphlet, called the Bid, shall be paid by the County, and received by the Contractor, as full compensation for furnishing material, and for use of tools, forms, machinery and other implements, and for labor in moving materials and executing all the work contemplated in this contract; also for all loss or damage

Commission may proceed with the work, in certain contingencies, at the Contractor's expense.

arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulties which may be encountered in the prosecution of the same; and for all risks of every description connected with the work; also for all expense incurred by, or in consequence of, the suspension or discontinuance of said work as herein specified, and for well and faithfully completing the work in the manner and according to the plans and specifications and the requirements of the Engineer under them.

ARTICLE J.

Extra work.

Extra work may be ordered from time to time by the Engineer in writing approved by the Commission, and the work thus ordered shall thereupon constitute a part of the work to be done under this contract; and all and singular the provisions and conditions of this contract shall apply to the said extra work as if the same were specified in the contract. The time within which the contract thus altered or amended shall be performed or within which such extra work shall be done shall be the time herein specified for the completion of the whole work, unless some different time is appointed in the amendment to the contract or the order for the extra work.

Time of completion of altered or amended contract or of extra work.

ARTICLE K.

No claims for extra work unless ordered by the Commission, in writing.

The Contractor shall have no claim for compensation for extra work, unless the same is ordered in writing by the Commission, and unless the claim for the same, when so ordered, is presented to the Commission before the first day of the month following that during which each specific order is complied with.

ARTICLE L.

Proof of freedom from claims under lien law.

The Contractor shall not permit or suffer any attachment, lien, or right of lien, or other incumbrance arising under chapter one hundred and ninety-one of the Public Statutes of Massachusetts, or any other laws, with reference to liens on buildings and lands out of the execution of this contract or out of anything done under it, to exist upon the property of the County or Commission; and shall furnish the Commission with satisfactory evidence, when called for, that no person who has furnished labor or materials for the work embraced in this contract has any lien or right of lien upon the property of the County, and that no attachment or other incumbrance rests upon said property for debts or claims alleged to be due from the Contractor or any person employed by or under him, and that all claims from private corporations or individuals, for damage of any kind caused by the construction of said work, have been fully paid or satisfactorily secured; and, in case such evidence is not furnished, an amount necessary and sufficient to meet the claims of the persons aforesaid may be retained from any moneys due or that may become due the Contractor under this contract, until the liabilities aforesaid shall be fully discharged or satisfactorily secured. The Contractor shall also protect, indemnify, and hold harmless the said County and Commission and all its officers and employees from all attachments, liens, and other incumbrances placed upon the

property of the County or Commission for or on account of debt or claims alleged to be due from the Contractor or any person employed by or under him.

ARTICLE M.

The Commission for the County may retain out of any amounts due the Contractor sums sufficient to cover any unpaid claims of mechanics, laborers, or others, for work performed or materials furnished under this contract; provided, that notice, in writing, of such claims, signed by the claimants, shall have been previously filed in the office of the Commission.

Unpaid claims of mechanics, laborers, and others.

ARTICLE N.

The Contractor shall indemnify and save harmless the County and Commission, its or their officers and agents, from all suits or claims, of every name or description, brought against the County or Commission, or its or their officers and agents, for or on account of any injuries or damages to persons or property received or sustained by any person or persons, by or from the Contractor, his servants or agents, in or on account of work done under this contract or extensions of or additions thereto, whether caused by negligence or not, or by or in consequence of any negligence in guarding the same, or any materials or explosives for the same, or by or on account of any improper materials used in its construction, or by or on account of any accident, or of any act or omission of the Contractor or his agents; and the Contractor further agrees that so much of the money due to him under this agreement as shall be considered necessary by the Commission may be retained until all such suits or claims for damages as aforesaid shall have been settled, and evidence to that effect furnished to the satisfaction of the Commission.

County and Commission to be saved harmless from suits for accidents etc.

ARTICLE O.

The Engineer shall once a month make an approximate estimate in writing of the amount of work done and of the value thereof, according to the terms of this contract, and he may make allowance in said monthly estimates on account of the monthly work being more or less difficult than the average. And it is agreed that said monthly estimates may be withheld or diminished when the work is not carried on in accordance with the provisions of this contract. When in the opinion of the Engineer the work embraced in this contract and any amendment thereof, or order for extra work as herein provided, shall have been completely performed he shall so certify to the Commission.

Monthly estimates and partial payments.

Payments to the Contractor shall be made as follows:
About one week after each monthly estimate, eighty-five per cent. of the value so estimated; sixty days after the certificate of completion, ten per cent. of the whole estimated value of the work; and six months after said certificate the remaining five per cent.; provided the work shall at that time be in good order; any or all of these payments to be diminished or withheld in accordance with the various provisions of this contract, and also to be withheld if the County or the Commission be re-

Payments.

strained by legal process from making such payment. But neither such retention of money nor anything herein contained shall be construed as creating any privity of contract between the County or the Commission and any creditor or assignee of the Contractor, or any obligation on the part of the County or Commission to such creditor or assignee.

Neither inspection etc., nor acceptance of whole or any part of work shall operate as a waiver of any covenant or condition of contract.

Neither the inspection of the Commission, the Engineer, or any of his or their employees, nor any order, measurement, or certificate by the Engineer, nor any order by the Commission for the payment of money, nor any payment by the County, nor any acceptance of the whole or any part of the work by the Engineer or Commission, nor any extension of time, nor any possession taken by the County, shall operate as a waiver of any covenant or condition in this contract, or of any power therein reserved to the Commission, or of any right to damages herein provided. Any remedy provided in this contract shall be taken and construed as cumulative, i.e., additional to each and every other remedy herein provided; and the County shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of this contract.

Commission may make repairs if Contractor neglects

A R T I C L E P.

If, at any time before six months have elapsed from the date of the completion of the work contemplated in this contract and any amendment thereof or order for extra work as herein provided, any part shall, in the opinion of the Engineer, require repairing, the Engineer may notify the Contractor, in person or by mail, to make the required repairs. If the Contractor shall neglect to make such repairs promptly, to the satisfaction of the Engineer, then the Engineer may employ other persons to make the same and the expense thereof shall be paid by the Contractor. The Commission may pay the expenses of the repairs out of any money due the Contractor on account of this contract.

A R T I C L E Q.

Alterations.

No alteration or amendment of this contract shall be valid unless the same is made by an instrument in writing signed by the Contractor and the Engineer and approved by a vote of the Commission.

In case of any alterations, so much of this agreement as is not necessarily affected by such alterations shall remain in force upon the parties hereto.

A R T I C L E R.

County released from claims, when,

The payment of the final amount due under this contract and the adjustment and payment of the bills rendered for work done in accordance with any alterations of the same, shall release the County from any and all claims or liability on account of work performed under said contract, or any alteration thereof.

In Witness Whereof, The parties of these presents hereunto set their hands, the County of Hampden executing these presents by its Commissioners, William H. Brainerd, Joel H. Hendrick, and James M. Sickman, who incur no personal liability, by reason of the execution hereof or of anything herein contained, this seventeenth day of January in the year nineteen hundred and five.

(L. S.) W. H. Brainerd)
 J. H. Hendrick) The County of Hampden
 J. M. Sickman) by its
 Commissioners.

Frank A. Rivers (Seal)

David H. Young (Seal)

Signed in the presence of

Robert O. Morris.

BOND TO ACCOMPANY THE CONTRACT.

Know all men by these presents, that we,

Frank A. Rivers and David H. Young, both of Chicopee, County of Hampden and State of Massachusetts, as principals

a n d

The Aetna Indemnity Company of Hartford, Conn., a corporation duly established under the laws of the State of Conn. and having a usual place of business at 84 State Street, Boston, Mass., as surety, are held and firmly bound unto the County of Hampden, in the sum of Five Thousand Dollars (\$5000.00/100) to be paid the County of Hampden, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents.

The Condition of this Obligation is such, That if the above bounden Frank A. Rivers and David H. Young, their heirs, executors, administrators, or assigns shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the foregoing contract on his or their part to be kept and performed, at the time and in the manner therein specified, and shall indemnify and save harmless the County of Hampden, the Commission and their officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

The bond is to remain in force six months after the completion of the contract and, if legal proceedings are then pending against the County or Commission alleging injury to person or property in the performance of this contract or brought by the Commission or the County against the Contractor, said bond shall remain in force until payment to the County or the Commission of the amount with interest of any such judgment.

In Witness Whereof, we hereunto set our hands and seals this fourteenth day of January in the year nineteen hundred and five.

Frank A. Rivers (Seal)

David H. Young (Seal)

The Aetna Indemnity Company, (L. S.)

By James R. Chandler,
Res. Vice-Pres.

Attest:

F. S. Hamlin,
Res. Asst. Secy.

Signed and sealed in presence of

Robert O. Morris

M. L. Studley,
Witness to Surety.

This contract is, for a good consideration, modified by the parties as follows:- The cut brown stone to be used in carrying out the contract shall be furnished by the county of Hampden at the following rates, for ashler and ice breakers, sixteen dollars (\$16.) per cubic yard, and for coping for piers, twenty-four dollars (\$24.), per cubic yard. All of said stone is to be supplied to said county by James & Marra, and the total cost thereof, at the above rates, is to be deducted from the amount that would otherwise be due said Rivers and Young under this contract. Said stone is to be delivered on the east side of the river on land to be provided by said Rivers & Young; it is to be measured cut according to plan and specifications, excluding drilling for anchor and dowel holes, and the title to the stone, after delivery, shall be in the county of Hampden until the same shall be laid in the piers and abutments.

Witness our hands and seals, January 26, 1905.

Frank A. Rivers (Seal)

David H. Young (Seal)

We agree with the county of Hampden to furnish the above stone at the above rates, and that if we shall fail to seasonably furnish the same, from causes other than strikes of our employes, we will save said county harmless from any loss that may result to it by reason of such failure in any way affecting said contract or the liability of Rivers & Young thereunder.

January 26, 1905.

James & Marra

The above offer of James & Marra is hereby accepted.

January 26, 1905.

Geo. F. Swain,
Con. Eng.

Approved.

W. H. Brainerd)
J. H. Hendrick) Co. Commissioners.
J. M. Sickman)

NOTICE TO CONTRACTORS.

Sealed bids for furnishing and erecting the metal work of the bridge over the Connecticut River between Chicopee and West Springfield, in accordance with the form of contract and specifications contained in the following pages, will be received by the County Commissioners of Hampden County at their office at the Court House, Springfield, Massachusetts, until 12 o'clock M. of April 8, 1905, and at that time and place will be publicly opened and read.

The work will consist of furnishing and erecting upon piers now being rebuilt, seven spans of riveted steel superstructure, each about 170 feet in length, to carry a highway, and two short approach spans, the total length of the structure being about 1,250 feet. The piers and abutments are expected to be completed in July next, but the commission does not guarantee such completion. Further particulars of the work are given in the following specifications, and on the contract drawings.

The plans may be seen at the office of the Commissioners, Court House, Springfield, Mass.

Each bid must be signed by the bidder with full name and address, inclosed in a sealed envelope indorsed---"Bid for furnishing and erecting the metal work of the bridge over the Connecticut River between Chicopee and West Springfield," and delivered to the Commission or its clerk; and in the presence of the person offering the bid it will be deposited in a sealed box provided for that purpose. No bid will be allowed to be withdrawn after it has been so deposited with the Commission.

No bid will be received and deposited unless accompanied by a properly certified check for the sum of \$1,000 payable to the order of the Treasurer of Hampden County, which check shall be returned to the bidder unless forfeited as hereinafter provided. Such check must not be inclosed in the sealed envelope containing the bid, but must be delivered to the Commission, or to its clerk, who will give a proper voucher for the deposit. All such deposits, except that of the successful bidder, will be returned to the persons making the same within three days after the contract is executed.

A bond, in the form hereinafter set forth, will be required for the faithful performance of the contract in a sum of twenty per cent. of the bid.

The bidder is requested to name the surety company which will sign his bond in case the contract is awarded him.

The contract must be signed and the bond furnished within six days (Sunday excepted) after the date of the notification by the Commission of the acceptance of the proposal and the readiness of the contract for signature; and in case of the failure of the bidder, after such notification, to execute the contract and furnish the bond within said time, the proposal will be considered as abandoned, and the certified check accompanying the proposal shall be forfeited to the County.

The Commission is authorized to deduct from any moneys which are

due or may become due the Contractor under this agreement, \$25.00 per day as liquidated damages for each and every day the aforesaid work may be uncompleted beyond the time herein stipulated for its completion.

All bids must be made upon the blank form hereto annexed. The prices are to cover all the expenses incident to the completion of the work in full conformity with the specifications. The prices bid must be stated both in words and in figures.

The specifications and forms of Bid, Contract, and Bond are to be found in the following pages.

The Commission desire to have the work done at as early a date as is reasonably practicable, and the time for completion named by the bidder in his bid will be a consideration in determining the award of the contract.

No proposal will be entertained unless it comes from a person, firm or corporation which is known to possess the proper plant and facilities for doing the work.

The Commission reserves the right to reject any or all bids, and to award the contract as it deems for the best interest of the County of Hampden.

William H. Brainerd, Chairman	}	County Commissioners.
Joel H. Hendrick,		
James M. Sickman,		
Robert O. Morris, Clerk.		

George F. Swain, Consulting Engineer.

Office of the County Commissioners of Hampden County, Court House,
Springfield, Mass.

B I D

For furnishing and erecting the metal work of the bridge
over the Connecticut River between Chicopee and West Spring-
field.

To the County Commissioners of Hampden County, Massachusetts:

The undersigned (hereinafter called the Contractor) hereby declares that the only persons interested in this bid as principals are named on page 8 (15); that no person acting for, or employed by, the County of Hampden is directly or indirectly interested in this bid, or in any contract which may be made under it, or in expected profits to arise therefrom; and that this bid is made in good faith, without fraud or collusion or connection with any other person bidding for the same work; that he has carefully examined the locality where the work is to be done, and the annexed form of contract and specifications, and has studied the drawings therein referred to; and is satisfied that the plans and specifications are sufficient for the intended purposes; and he hereby bids, in accordance with the Notice to Contractors, to provide all necessary machinery, tools, apparatus, and other means for construction, and do all the work and furnish all the material called for by said contract and specifications, in the manner therein prescribed

and according to the requirements of the Engineer, including all incidental work, and to complete the work within 61 days after the completion of the piers and abutments, for the following sum, to wit: Forty-three thousand, seven hundred and forty nine dollars (\$43749.) For extra work done by written order of the Commission, its reasonable cost as determined by the Engineer, plus fifteen per cent. of said cost.

Accompanying this proposal is a certified check for one thousand dollars (\$1,000.00), which check and its proceeds shall become the property of said county if, in case this proposal should be accepted by said County Commissioners, the undersigned shall fail to execute a contract in writing, as required by said Commission and furnish to said Commission a good and sufficient bond for the performance of said contract according to the requirements of the "Notice to Contractors," within the time provided for by said notice; said check to be given to and received by said County as full compensation to said County for all loss, delay and damage caused to it by any failure of the undersigned to comply with any of the conditions herein contained.

If, however, the contract and bond are executed and delivered according to the requirements of the said notice, the said check shall be returned to the undersigned.

Signature of person, firm, or corporation making bid:

The R. F. Hawkins Iron Works, Incorporated.

by Richard F. Hawkins,
President and Treasurer.

P. O. Address:

Springfield, Mass.

Date:

Apr. 7, 1905.

The full names and residences of all the persons interested in this bid, as principals, are as follows:

Notice--- Give first and last names in full, and in case of corporations, give name of president, treasurer, and manager.

Richard F. Hawkins, Pres. & Treas.

Paul R. Hawkins, Vice Pres. & Manager.

The name and address of the sureties who will sign the bond are given below:

Chas. L. Goodhue, Jas. W. Kirkham, Luke Corcoran.

Agreement to be executed in triplicate; one copy to be kept by the Commission, one to be delivered to the County Treasurer, and one to the Contractor.

Board of Commissioners for Hampden County, Massachusetts, 1905.

CONTRACT AND SPECIFICATIONS

For furnishing and erecting the metal work of the bridge over the Connecticut River between Chicopee and West Springfield, Mass.

This agreement, made and concluded this 22 day of April, in the year nineteen hundred and five, by and between the County of Hampden,

Commonwealth of Massachusetts, by the County Commissioners (but not for the members of the Commission individually or jointly), party of the first part, and The R. F. HAWKINS IRON WORKS, Incorporated, of Hampden County, Massachusetts, part of the second part;

Witnesseth, That the parties to these presents, each in consideration of the covenants and agreements on the part of the other, herein contained, have covenanted and agreed, do and hereby covenant and agree, the party of the first part for itself, the party of the second part for itself and its heirs, executors, administrators, and assigns, and under the penalty expressed in a bond bearing even date with these presents, and thereto annexed, as follows:-

"Commission."

Wherever the word "Commission" is used in this agreement, the same means the County Commissioners of Hampden County acting for the County of Hampden, Massachusetts, and no member of said Commission or any employee thereof shall be personally responsible for any liability arising under this contract.

"Engineer."

Wherever the word "Engineer" is used in this agreement, the same means the Consulting Engineer of the said Commission, acting either directly or through his properly authorized agents, acting within the scope of the particular duties intrusted to them.

"Contractor."

Wherever the word "Contractor" is used in this agreement, the same means the person or persons, or co-partnership or corporation, which has entered into this contract as the party of the second part, or his or their legal representatives.

A R T I C L E A.

Commencing and finishing work.

The Contractor shall begin active preparations for the work within ten days from the date hereof, unless the Commission shall authorize or direct a further delay, and shall at his own proper cost and expense, and within the time stated in the bid, after the receipt of due notice from the Engineer that the piers and abutments are completed, do all the work, furnish all the machinery tools, and all materials, and do everything required except as herein specified, in the manner and under the conditions and requirements herein specified, and do all and singular the things in this contract and specifications provided in accordance with the general plans hereinafter referred to.

Machinery, tools and material.

Engineer to be referee.

To prevent disputes and litigation, the Engineer shall be the referee to decide all questions which may arise relative to the fulfillment of this contract on the part of the Contractor; and his estimates and decisions shall be final and conclusive. All the work contemplated and described in this contract shall be done to the satisfaction of the Engineer, who shall be sole judge as to the fitness of materials, and shall have the right of correcting any errors or omissions in the plans and specifications, when such correction is necessary for the proper fulfillment of their intention; the action of such correction to date from the time that the Engineer gives due notice thereof.

Work to be satisfactory to Engineer

Correcting errors or omissions.

Facilities and notice for inspection.

The Commission and every member of it, the Engineer, and the employees of the Commission and Engineer, shall at all times have the

right to enter the premises upon which work is being down under this contract, and to inspect the said work and materials, and to ascertain whether or not the construction is carried on in accordance with this contract, and the Contractor shall furnish all reasonable facilities and notice, and give ample time for such inspection; but neither the Commission, nor any member of it, nor the Engineer, nor any employee of the Commission or Engineer, shall have any control or direction over the progress of the work (except that the Engineer shall have the power herein expressly vested in him by this contract), nor any control or superintendence over the scaffolding, apparatus, ways, works, machinery or plant; the sole responsibility for the proper conduct of the work resting with the Contractor.

The Engineer shall not be deemed to be the agent of the Commission of the County for any purpose whatsoever, and shall have no power, direction, or control over the work embraced in this contract, except as herein expressly set forth, or as may hereafter be voted by the Commission. The Engineer shall have power, without further authority from the Commission; to condemn all work which in his opinion is not done in accordance with this contract and specifications or is not done to his satisfaction; to make the measurements and certificates provided for in this contract as conditions precedent to any obligation on the part of the County to pay for the work embraced in the contract; and to specify, order, or direct, either orally or in writing, the manner in which the work described in the specifications shall be executed; but such power and authority shall be confined to the direction or specification of what is to be done under this contract, and shall not extend to the actual execution of the work, which shall be in the control of the Contractor, and for which the Contractor alone shall be responsible.

Power of Engineer.

The Engineer shall also have power, with the approval of the Commission, to change the plans or materials, to order extra work, and to grant extensions of time, as in this contract provided, and to do anything else permitted to him in this contract; provided, that if any changes in plans or materials increase the cost the Contractor shall be fairly remunerated; and in case they diminish the cost proper deduction from the contract price shall be made--the amount to be paid or deducted to be decided by the Engineer.

ARTICLE B.

The Notice to Contractors, the bid, and all other parts of this pamphlet, the contract plans, and the requirements stated thereon are to be considered as part of this contract. All things which in the opinion of the Engineer may fairly be inferred from the plans and specifications and which in his opinion are necessary for fully carrying out the provisions, terms and conditions of this contract, although not specifically therein expressed, shall be executed by the Contractor as a part of the contract; and the Engineer shall be the sole judge as to whether the detail plans conform to the general plans and contract. The aforesaid plans are believed to be correct; but the Contractor must

Requirements of Notice to Contractor, Bid and contract plans are part of contract.

examine for himself, as no allowance will be made on account of any errors which may be found therein.

Work to be done.

The work to be done includes the furnishing, manufacturing, delivering, erecting in place and painting of all the structural steel and other metal work required in the construction of the bridge between Chicopee and West Springfield according to a set of general plans signed by George F. Swain, Consulting Engineer, and filed in the office of the County Commissioners, Court House, Springfield, Massachusetts, as described in these specifications.

All work shall be done in accordance with the terms of this contract as interpreted by the Engineer, subject to such modifications and additions as shall be deemed necessary during its execution, and in no case shall any work in excess of the requirements of the plans and specifications be paid for unless ordered in writing by him and approved by the Commission.

The Contractor is to be responsible for the accurate construction of the superstructure so that it will fit the piers as shown on the plans.

The manufactured material is to be stored and carefully protected from the weather until required for the erection of the bridge. The work of erection may begin as soon as the piers and abutments, or any of them, are completed, and written notice of such completion will be given by the Engineer to the Contractor.

A R T I C L E C.

Plans, Material and Workmanship.

The Metal Work herein contracted for consists of:

Metal work.

Seven riveted truss spans of about 170 feet each; two short approach l-beam spans of about 35 feet each; together with trestle supports, anchor bolts, railings, and all details incident thereto, all as shown on the "General contract plans" furnished by the Commission.

Shop Plans.

The Contractor shall make complete shop plans from the "General Plans," and shall submit them to the Consulting Engineer for his written approval.

No change shall be made in any plan signed by the Engineer except by his consent in writing.

The approval of the shop plans by the Engineer shall not, however, relieve the Contractor from the responsibility for any error therein.

The Contractor shall furnish without charge as many sets of "shop plans" as the Commission may desire for use or record.

M a t e r i a l .

Steel.

Unless otherwise specified or shown on the plans, all metal shall be of "Medium steel," except that for rivets, which shall be of "rivet steel."

Manufacture.

All steel must be made by the open hearth process. It must be uniform in character for each specified kind; and the finished material must be free from injurious seams, flaws, cracks, or any other defects, and must be straight and true to section, and have a clean, smooth finish.

No work shall be put upon any steel at or near the blue temperature, or between that of boiling water and of ignition of hardwood saw dust. Every finished piece shall be stamped with the number identifying the melt.

All steel must have the following properties: The chemical analysis shall show in no part more than .06 per cent. of sulphur, nor more than .9 per cent. of managanese; nor in the case of basic open hearth more than .05, nor in acid open hearth more than .08 (nor for rivets more than .05), per cent. of phosphorus.

The tensile strength, limit of elasticity, and ductility, shall be determined from a standard test piece, at least 10 inches long, cut from the finished material, of a uniform section, at least 1-2 square inch in section. Elongation is to be measured on an original length of finished section of 8 inches. All broken samples must show a fine grained, silky fracture, of uniform color, entirely free from granular, black, or brilliant specks.

Material which is to be used without annealing or further treatment is to be tested in the condition in which it comes from the rolls. When material is to be annealed or otherwise treated before use, the specimen representing such material is to be similarly treated before testing.

Two test pieces shall be taken from each melt, one for tension and one for bending, and from each heating furnace heat at least one test shall be made.

Medium steel shall have an ultimate tensile strength of from 60,000 to 70,000 pounds per square inch, elastic limit not less than one-half the ultimate strength, and a minimum percentage of elongation not less than 1,400,000 divided by the ultimate strength. It shall bend cold 180 degrees to a diameter equal to the thickness of the test piece without sign of fracture on the convex side of the curve.

Rivet steel shall have an ultimate tensile strength of from 48,000 to 58,000 pounds per square inch, elastic limit not less than one-half the ultimate strength, and a minimum percentage of elongation not less than 1,400,000 divided by the ultimate strength. It is to bend cold 180 degrees flat on itself, without sign of fracture on the convex side. When quenched from a low cherry-red heat in water at 70 degrees Fahrenheit, it shall bend 180 degrees around a diameter equal to the thickness of the piece, without cracking.

Steel for pins and rollers in specimen test pieces cut at a depth of one inch from surface of finished material, shall fulfil all the requirements of medium steel, except that the percentage of elongation may be five per cent. less.

Punched rivet holes, pitched two diameters from a sheared edge, must stand drifting until the diameter is one-third larger than the original hole, without cracking the metal.

The slabs for rolling plates shall be hammered or rolled from ingots of at least twice their cross section.

Analysis.

Test pieces.

Number of test pieces.

Medium steel.

Rivet steel.

Steel for pins.

Drifting.

Variation in weight.

A variation in cross section or weight of rolled material of more than $2\frac{1}{2}$ per cent. from that specified may be cause for rejection.

Wrought-iron

Wrought-iron is to be ductile, fibrous, and of uniform quality. Finished bars must be thoroughly welded and straight, smooth and free from injurious seams, blisters, cracks, or imperfect edges.

Wrought-iron shall have a minimum ultimate tensile strength of 49,000 pounds per square inch, elastic limit not less than 25,000 pounds per square inch, and a minimum elongation of 20 per cent. in 8 inches. It is to sustain, also, the usual bending tests.

Castings.

Iron castings shall be of tough, gray iron, free from injurious cold shuts or blow holes, true to pattern, and of workmanlike finish. Test bars-1 inch square, on supports 12 inches apart in the clear, shall bear a centre load of 2,500 pounds or over, and deflect 0.15 of an inch, before rupture.

Details.

Sizes and general details.

The sizes of parts and general arrangement of details and riveting shall be as shown on the general plans, unless modifications are approved or required by the engineer.

Splicing.

All joints, whether in tension or compression, are to be fully spliced.

Tie plates.

All segments of tension or compression members shall have tie plates placed as near the ends as practicable. They shall have a length of not less than the greatest depth or width of the member, and a thickness not less than $1/50$ of the distance between the rivets connecting them to the segments of the members.

Lattice bars.

Single lattice bars shall have a thickness of not less than $1/40$ and double bars connected by a rivet at the intersection of not less than $1/60$ of the distance between the rivets connecting them to the member, but in no case less than $5/16$ inch; and their width shall be generally:-

For 15-inch channels, or built sections } $2\frac{1}{2}$ inches
with $3\frac{1}{2}$ - inch and 4-inch angles, } ($7/8$ - inch rivets.)

For 12, 10, 9, 8 and 7-inch channels, or } $2\frac{1}{4}$ inches
built sections with 3 - inch or $2\frac{1}{2}$ } ($3/4$ - inch rivets.)
angles, }

They shall not make a less angle with the axis of the piece than 45° , and in the case of chord and other large sections not less than 60° ; but the distance along a segment between connections of lattice bars shall not exceed 8 times the width of flange of segment or 60 times the average thickness of metal in this flange.

Pitch of rivets.

The pitch of rivets in the direction of the stress shall not exceed 6 inches, nor 16 times the thickness of the thinnest outside plate connected; and at right angles to the stress shall not be more than 40 times that thickness. Where only one line of rivets is used, the maximum pitch shall be 6 inches.

At the ends of compression members the pitch shall not exceed 4

diameters of the rivet, for a length equal to twice the width of the member.

The distance from the edge of any piece to the centre of a rivet hole must not be less than $1\frac{1}{2}$ times the diameter of the rivet, nor exceed 8 times the thickness of the plate; and the distance between centers of rivet holes shall not be less than 3 diameters of the rivet.

The trusses must be given the usual camber.

There shall be a name plate at each end of the bridge, with such inscription as the Commission shall prescribe.

Workmanship.

All riveted work, except in the case of steel over 3-8 of an inch thick, shall be punched accurately with holes 1-16 of an inch larger than the size of the rivet. The pieces forming one built member must be so accurately punched that when they are put together the holes will be truly opposite; no drifting to distort the metal will be allowed; if the hole must be enlarged to admit the rivet it must be reamed. All holes must be clean cut, with no torn or ragged edges. Sharp fins must be trimmed off before riveting.

In steel over 3-8 of an inch thick all holes shall be punched 1-16 inch smaller than the rivet, and drilled or reamed to a diameter of 1-8 of an inch larger than the punched holes, so as to remove all the sheared surface of the metal. In steel over 3-4 of an inch thick, holes must be drilled.

All holes for field rivets in floor beam and stringer connections, and splices in tension members, shall be accurately drilled to an iron templet, or reamed while the connecting parts are temporarily put together.

Rivet holes in one end of each angle of the lateral bracing or in the gusset plate, shall be drilled in the field.

All rivets shall be machine driven, where possible, by direct acting power riveters worked by steam, hydraulic pressure or compressed air, unless the Engineer shall otherwise direct. Rivets shall completely fill the holes, and have heads of approved hemispherical shape truly concentric with the body of the rivet. Any loose, eccentric, burned or otherwise imperfect rivets are to be cut out and replaced. Rivets are to have countersunk heads where indicated, and in contact surfaces they are not to project beyond said surfaces.

In all cases where file rivets cannot be driven satisfactorily, turned bolts shall be used, unless the Engineer shall otherwise direct. Wherever turned bolts are used the holes must be reamed after the parts are assembled, and the bolts turned to a driving fit.

All bolts are to have hexagonal heads and nuts.

All threads and nuts, except on pins, are to be United States Standard.

All plates, except those for webs of floor beams and gussets are to have rolled edges.

Sheared edges of all riveted material over 5-8 of an inch thick

Camber.

Name Plate.

Punching.

Reaming.

Holes for field rivets.

Riveting.

shall be planed.

All other facing, turning, and planing of members or parts of same is to be accurately done where indicated on the drawings.

Angle stiffeners are to be fitted in contact with flange angles etc., where indicated on the drawings.

The ends of all floor beams are to be faced as required on the plans. The hitch angles of floor beams shall be so accurately fitted that when the ends of the floor beams are faced to the figured length the amount of metal removed shall not reduce the thickness at the roots of the hitch angles by more than 1-16 of an inch while securing a true surface for the whole width of the connection.

Web-plates of girders and floor beams must not project beyond the face of the flange angles, nor be more than one-eighth (1-8) of an inch below the face of these angles at any point.

Wherever there may be a tendency for water to collect, the spaces must be filled with a suitable water-proof material.

At expansion ends, the surface of bed plates, shoes, pins, and rollers shall be lubricated to the satisfaction of the Engineer before being set.

All pins are to be turned perfectly round and straight, are to be provided with nuts and with pilot nuts where necessary for driving, and are to be of sufficient length to take full bearing on all members which they connect.

Pin holes shall be bored at right angles to the axis of the member.

Pins for lateral rods are to have heads and nuts of sizes to clear rivets in connecting angles, etc. No part of the screw threads of these pins is to bear in pin holes.

For all pins the diameter of the pin hole shall not exceed the diameter of the pin by more than 1-32 of an inch.

Lateral rods are to have loop-welded eyes or clevises, as indicated on the drawings. They shall have upset screw ends, and shall be provided with turnbuckles where shown on drawings. Loop-welded eyes shall have reamed intrados, and are to be used only on iron rods. Lateral rods shall be made so that when tested they will break in the body of the bar.

Great care is to be taken in handling or working the steel. Straightening after punching or working must be done so as to avoid cracking, and in all cases where it is necessary to partially heat a steel member, or to bend it cold, the whole piece must be subsequently annealed.

Pins, pin holes, screw threads, and other finished or faced surfaces shall be coated with white lead and tallow immediately after inspection and before shipment.

All workmanship shall be first-class. The several pieces forming one built member must fit closely together, and when riveted shall be free from twists, bends or open joints. All portions of the work exposed to view shall be neatly finished.

Inspection and Testing.

The Commission shall be furnished complete copies of mill orders, and no material shall be rolled, nor work done, before the Commission has been notified where the orders have been placed, so that they may arrange for the inspection.

All facilities for inspection of material and workmanship shall be furnished by the Contractor to competent inspectors, and the Engineer and his inspectors shall be allowed free access at all times to any part of the work in which any portion of the material is made.

The Contractor shall furnish, without charge, such prepared specimens of the several kinds of material to be used as may be required to determine their character, and also the use of a suitable testing machine at all mills where the steel is manufactured; but the expense of inspection and testing is to be borne by the Commission.

Painting.

All steel work before leaving the shop shall be thoroughly cleaned from all loose scale and rust, and shall be given one good coating of pure raw linseed oil and red lead, well worked into all joints and open spaces. This must have time to dry thoroughly before shipment.

If required by the Engineer, the material shall be painted under cover and remain under cover, until the paint is thoroughly dry.

In riveted work the surfaces coming in contact shall each receive one coat of paint before being riveted together. Other surfaces which are not accessible for painting after erection shall have two coats of the above paint as soon as the work is finished, and before leaving the shop, the first coat to be thoroughly dry before the second is applied. After the structure is erected, rivets, driven in the fold, and all parts where the paint has been rubbed off in transportation or during erection, shall be well coated with red lead paint.

The red-lead paint used in the work is to be mixed in the proportion of 25 pounds of lead to one gallon of pure raw linseed oil and one-eighth pint of best turpentine japan, the materials to be subject to inspection and analysis. The paint shall be fresh mixed from dry lead, and none which has been mixed more than twenty-four hours shall be used.

All painting shall be done with round brushes of the best quality obtainable in the market.

At least forty-eight hours must elapse between applying any two coats of paint.

The contractor will not be required to paint the bridge after erection except as above.

Erection.

The Contractor, unless it be otherwise specified, shall furnish all staging and false work, and shall erect and adjust all the metal work. He shall also remove all false work, piling, and other obstructions, or unsightly material produced by his operations.

The Contractor shall assume all risk of accident to men or materi-

Painting.

Erection.

al prior to the acceptance of the finished structure.

The bed plates are to be set to grade in neat Portland cement. Holes for anchor bolts are to be drilled by the Contractor, and anchor bolts set in Portland cement to the satisfaction of the Engineer.

The Contractor is to allow the Commission or its agents, or other contractors, to enter upon any portion of the work for the purpose of laying the floor and doing any other work, provided such work does not interfere with the execution of this contract.

Shipping.

Shipping.

All parts shall be carefully loaded to avoid injury in transportation, and shall be at the Contractor's risk and in his care until erected and accepted. Any parts or pieces bent or otherwise materially injured will be rejected. No steel material shall be shipped prior to the receipt of the Engineer's order.

ARTICLE D.

General Requirements.

Laws and ordinances to be observed.

The work is to be prosecuted in such order as may be prescribed by the Engineer.

In all the operations connected with the work herein specified, all city ordinances, and all laws controlling or limiting in any way the actions of those engaged on the work, or the method or materials to be used, must be respected and strictly complied with.

Watchmen, lights, etc.

The Contractor shall provide watchment, lights, and fences at his own expense, and take such other precautions as may be necessary to protect life and property.

The Contractor shall at once submit to the Engineer, for adjustment, any errors or omissions which may be discovered in these specifications or the plans, and all cases of doubt or discrepancy which may arise as to the intention of anything contained therein.

The Contractor shall be liable for all damages occasioned in any way by his act or neglect, or that of his agents, employees, or workmen.

Correcting imperfect work that may have passed inspection.

Any unfaithful or imperfect work or material that may be discovered before the final acceptance of the work shall be corrected or replaced immediately, on the requirement of the Engineer, notwithstanding that it may have been over-looked by the proper inspector, and estimated. Any materials condemned or rejected by the Engineer may be branded or otherwise marked, and shall on demand be at once removed to a satisfactory distance from the work.

Any omission to disapprove the work at the time of inspection or at the time of any monthly or other estimate shall not relieve the Contractor of any of his obligations; and all work, of whatever kind, which during its progress and before it is finally accepted, may become damaged from any cause, shall be removed, and replaced by good and satisfactory work.

Contractor to furnish temporary structures.

The Contractor is to furnish, free of charge, such temporary structures as may be necessary for maintaining points and lines given by the Engineer for building the work, and is to give said Engineer such

facilities and materials for giving said points and lines and for inspecting the work at any and all stages of its progress, as he may require; the Engineer's marks must be carefully preserved.

The Contractor shall employ suitable foremen to represent him at different parts of the work, and they shall receive and obey instructions from the Engineer.

The foreman, mechanics, and othersemployed by the Contractor shall be skilled in the several parts which are given them to do.

If any person employed on the work by the Contractor be disobedient or appears to the Engineer to be incompetent, unfaithful, or disorderly he shall be discharged immediately on the requisition of the Engineer, and shall not be again employed on the work.

The Contractor shall neither bring nor allow others to bring any spirituous or fermented liquor, or other intoxicant, upon the grounds occupied for the prosecution of the work; neither shall he furnish nor allow others to furnish liquors, or other intoxicants, to the workmen in his employ.

Necessary conveniences, properly secluded from public observation, shall be constructed wherever needed, for the use of the laborers on the work.

After the completion of the work the Contractor is to remove all temporary structures built by him, and all surplus materials of all kinds, from the site of the work, and leave the structure clean and presentable.

Every employee under this contract shall lodge, board, and trade where and with whom he elects, and no person or his agents or employees under this contract shall directly or indirectly require as a condition of employment hereunder that the employee shall lodge, board, or trade at a particular place or with a particular person. See Chapter 106, Section 13, Revised Laws of Massachusetts.

In the employment of mechanics and laborers in this Commonwealth under this contract, preference shall be given to the citizens of the Commonwealth, and if they cannot be had in sufficient numbers then to citizens of the United States. See Acts of 1904, Chapter 311.

ARTICLE E.

This contract shall be utterly void as to the County if any person employed in any official capacity by the County is either directly or indirectly interested therein.

ARTICLE F.

The Contractor shall give his personal attention to the fulfilment of this contract; and shall keep the same under his control; and shall not assign, by power of attorney or otherwise, any portion of the said work, unless by the previous consent of the Commission, to be signified by indorsement on this agreement. No part of this work shall be sublet except to parties skilled in and properly equipped for the same and satisfactory to the Commission.

ARTICLE G.

Neither an extension of time, for any reason, beyond that fixed

Foremen.

Skilled workmen to be employed.

No incompetent or disobedient help.

No spirituous liquors.

Necessary conveniences.

Removal of temporary structures.

No official of County to be interested in contract.

Contract not to be assigned or work sublet without consent.

Neither extension of time nor acceptance of work a waiver of right to derogate contract.

Commission may proceed with the work in certain contingencies at the Contractor's expense.

herein for the completion of the work, nor the permitting of the Contractor to go on and finish the work after the expiration of said time, nor the acceptance of any part of the work called for by this contract, shall operate as a waiver of any of the rights of the said party of the first part, under this agreement.

A R T I C L E H.

If the work to be done under this agreement shall be abandoned, or if this contract shall be assigned by the Contractor, otherwise than as herein specified, or if at any time the Engineer shall be of the opinion and shall so certify in writing to the Commission, that the said work is unnecessarily or unreasonably delayed, or that the Contractor is willfully violating any of the conditions or agreements of this contract, or is not executing said contract in good faith, or is not making such progress in the execution of the work as to indicate its completion within the required time, the Commission may notify the Contractor to discontinue all work, or any part thereof, under this contract; and thereupon the Contractor shall discontinue said work, or such part thereof as the Commission may designate; and the Commission shall thereupon have the power, by contract or otherwise, as it may determine, to complete the work herein described, or such part thereof as it may deem necessary; and to use such implements, tools, and materials of every description as may be found upon the line of said work, and to procure other tools and materials for the completion of the same; and the expense of said contracts, labor, tools, implements and materials shall be charged to the Contractor, and deducted and paid by the County out of any moneys then due, or which at any time thereafter may become due, or which in case of performance according to its terms would have become due to the Contractor under this contract, or any part thereof, and in case such expense is less than the sum which would have been payable under this contract if the same had been completed by the Contractor, then the Contractor shall be entitled to receive the difference; and in case such expense shall exceed the last-named sum, then the Contractor shall pay the amount of such excess to the County on notice from the Commission of the excess so due; but such excess shall not exceed the amount owed by the County, under this contract, at the time the Contractor is notified to discontinue said work, or any part thereof, plus the amount of the bond executed by the Contractor for the performance of this contract. In such accounting the Commission shall not be held to obtain the lowest figures for the work of completing the contract; but all sums actually paid for such completion shall be credited to the County. And it is further agreed that, in case the Contractor does not complete the aforesaid work at the stipulated time, the Commission may, in lieu of the foregoing provisions, pay the Contractor for the parts already done, according to the provisions of this contract, and may treat the parts remaining undone as if they had never been included in or contemplated by this contract.

ARTICLE I.

The prices named in the portion of this pamphlet, called the Bid, shall be paid by the County, and received by the Contractor, as full compensation for furnishing material, and for use of tools, forms, machinery, and other implements, and for labor in moving materials and executing all the work contemplated in this contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulties which may be encountered in the prosecution of the same; and for all risks of every description connected with the work; also for all expense incurred by, or in consequence of, the suspension or discontinuance of said work as herein specified, and for well and faithfully completing the work in the manner and according to the plans and specifications and the requirements of the Engineer under them.

ARTICLE J.

Extra work may be ordered from time to time by the Engineer in writing approved by the Commission, and the work thus ordered shall thereupon constitute a part of the work to be done under this contract; and all and singular the provisions and conditions of this contract shall apply to the said extra work as if the same were specified in the contract. The time within which the contract thus altered or amended shall be performed or within which such extra work shall be done shall be the time herein specified for the completion of the whole work, unless some different time is appointed in the amendment to the contract or the order for the extra work.

Extra work.

Time of completion of altered or amended contract or of extra work.

ARTICLE K.

The Contractor shall have no claim for compensation for extra work, unless the same is ordered in writing by the Commission, and unless the claim for the same, when so ordered, is presented to the Commission before the first day of the month following that during which each specific order is complied with.

No claim for extra work unless ordered by the Commission, in writing.

ARTICLE L.

The Contractor shall not permit or suffer any attachment, lien, or right of lien, or other incumbrance arising under chapter one hundred and ninety-one of the Public Statutes of Massachusetts, or any other laws, with reference to liens on buildings and lands out of the execution of this contract or out of anything done under it, to exist upon the property of the County or Commission; and shall furnish the Commission with satisfactory evidence, when called for, that no person who has furnished labor or materials for the work embraced in this contract has any lien or right of lien upon the property of the County, and that no attachment or other incumbrance rests upon said property for debts or claims alleged to be due from the Contractor or any person employed by or under him, and that all claims from private corporations or individuals, for damages of any kind caused by the construction of said work, have been fully paid or satisfactorily secured; and in case such evidence is not furnished, an amount necessary and sufficient to meet the claims

Proof of freedom from claims under lien law.

of the person aforesaid may be retained from any moneys due or that may become due the Contractor under this contract, until the liabilities aforesaid shall be fully discharged or satisfactorily secured. The Contractor shall also protect, indemnify, and hold harmless the said County and Commission and all its officers and employees from all attachments, liens, and other incumbrances placed upon the property of the County or Commission for or on account of debt or claims alleged to be due from the Contractor or any person employed by or under him.

A R T I C L E M.

The Commission for the County may retain out of any amounts due the Contractor sums sufficient to cover any unpaid claims of mechanics, laborers, or others, for work performed or materials furnished under this contract, provided, that notice, in writing, of such claims, signed by the claimants, shall have been previously filed in the office of the Commission.

A R T I C L E N.

The Contractor shall indemnify and save harmless the County and Commission, its or their officers and agents, from all suits or claims, of every name or description, brought against the County or Commission, or its or their officers and agents, for or on account of any injuries or damages to persons or property received or sustained by any person or persons, by or from the Contractor, his servants or agents, in or on account of work done under this contract or extensions of or additions, thereto, whether caused by negligence or not, or by or in consequence of any negligence in guarding the same, or any materials for the same, or by or on account of any improper materials used in its construction, or by or on account of any accident, or of any act or omission of the Contractor or his agents; and the Contractor further agrees that so much of the money due to him under this agreement as shall be considered necessary by the Commission may be retained until all such suits or claims for damages as aforesaid shall have been settled, and evidence to that effect furnished to the satisfaction of the Commission.

A R T I C L E O.

The Engineer shall once a month make an approximate estimate in writing of the value of the work delivered at or near the bridge site, or completed in place by the Contractor the previous month. And it is agreed that said monthly estimates may be withheld or diminished when the work is not carried on in accordance with the provisions of this contract; or may be deferred when, in the opinion of the Engineer the value of the work delivered since the last estimate for payment is less than three hundred dollars. When in the opinion of the Engineer the work embraced in this contract and any amendment thereof, or order for extra work as herein provided, shall have been completely performed he shall so certify to the Commission.

Payments to the Contractor shall be made as follows: About one week after each monthly estimate, eighty-five per cent. of the value so

Unpaid claims of mechanics, laborers, and others.

County and Commission to be saved harmless from suits for accidents, etc.

Monthly estimates and partial payments.

Payments.

estimated; forty days after the certificate of completion, ten per cent. of the whole estimated value of the work; and three months after said certificate the remaining five per cent; provided the work shall at that time be in good order; any or all of these payments to be diminished or withheld in accordance with the various provisions of this contract, and also to be withheld if the County or the Commission be restrained by legal process from making such payment. But neither such retention of money nor anything herein contained shall be construed as creating any privity of contract between the County or the Commission and any creditor or assignee of the Contractor, or any obligation on the part of the County or Commission to such creditor or assignee.

Neither the inspection of the Commission, the Engineer or any of his or their employees, nor any order, measurement, or certificate by the Engineer, nor any order by the Commission for the payment of money, nor any payment by the County, nor any acceptance of the whole or any part of the work by the Engineer or Commission, nor any extension of time, nor any possession taken by the County, shall operate as a waiver of any covenant or condition in this contract, or of any power therein reserved to the Commission, or of any right to damages herein provided. Any remedy provided in this contract shall be taken and construed as cumulative, i. e., additional to each and every other remedy herein provided; and the County shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of this contract.

Neither inspection etc., nor acceptance of whole or any part of work shall operate as a waiver of any covenant or condition of contract.

ARTICLE P.

No alterations or amendments of this contract shall be valid unless the same is made by an instrument in writing signed by the Contractor and the Engineer, and approved by a vote of the Commission.

Alterations.

In case of any alterations, so much of this agreement as is not necessarily affected by such alterations shall remain in force upon the parties hereto.

ARTICLE Q.

The payment of the final amount due under this contract and the adjustment and payment of the bills rendered for work done in accordance with any alterations of the same, shall release the County from any and all claims or liabilities on account of work performed under said contract, or any alteration thereof.

County released from claims, when.

In Witness Whereof, The parties of these presents hereunto set their hands, the County of Hampden executing these presents by its Commissioners, William H. Brainerd, Joel H. Hendrick and James M. Sickman, who incur no personal liability by reason of the execution hereof or of anything herein contained, this 22 day of April in the year nineteen hundred and five.

W. H. Brainerd)
J. H. Hendrick) The County of Hampden
J. M. Sickman) by its
Commissioners.

(L. S.) The R. F. Hawkins Iron Works, Incorporated.
by Richard F. Hawkins,
Pres. & Treasurer.

Signed in the presence of
D. A. Folsom.

BOND TO ACCOMPANY THE CONTRACT.

Know all men by these presents, that we,

Charles L. Goodhue

James W. Kirkham

Luke Corcoran

as sureties, are held and firmly bound unto the County of Hampden, in the sum of nine thousand dollars (\$9,000.) to be paid the County of Hampden, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally firmly by these presents.

The Condition of this Obligation is such, That if the above bounden The R. F. Hawkins Iron Works, Incorporated, of Springfield, Hampden County, Massachusetts, its successors, or assigns shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the foregoing contract on its or their part to be kept and performed, at the time and in the manner therein specified, and shall indemnify and save harmless the County of Hampden, the Commission and their officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

The bond is to remain in force three months after the completion of the contract and, if legal proceedings are then pending against the County or Commission alleging injury to person or property in the performance of this contract or brought by the Commission or the County against the Contractor, said bond shall remain in force until payment to the County or the Commission of the amount with interest of any such judgment.

In Witness Whereof, We hereunto set our hands and seals this 22d day of April, in the year nineteen hundred and five.

Charles L. Goodhue (Seal)

James W. Kirkham (Seal)

Luke Corcoran (Seal)

Signed and sealed in the presence of

S. S. Taft

Nelson L. Elmer

Ralph L. Munn

On the twelfth day of August, in the year of our Lord one thousand nine hundred and five, a license was issued from the Board of Harbor and Land Commissioners.

CONTRACT AND SPECIFICATIONS

For Wooden Floor of the Bridge over the Connecticut River
between CHICOPEE and WEST SPRINGFIELD.

NOTICE TO CONTRACTORS.

Sealed bids for furnishing the material and laying a wooden floor system upon the bridge over the Connecticut River between Chicopee and West Springfield, in accordance with the form of contract and specifications contained in the following pages, will be received by the County Commissioners of Hampden County at the Court House, Springfield, Massachusetts, until 12 o'clock M. on Wednesday, November 15th, 1905, and at that time and place will be publicly opened and read.

The superstructure consists of seven spans of riveted trusses of about 170 feet each. The roadway is about 20 feet wide; the sidewalk, 6 feet wide. Plans of this superstructure may be seen at the office of the Commissioners at the Court House, Springfield, Massachusetts. The stringers of this bridge are of steel under the roadway, but are to be of wood under the sidewalk. The work to be done under this contract consists in furnishing the material and laying a wooden floor consisting of hard pine wooden stringers and 2-inch hard pine planking for the sidewalk, and for the roadway, a flooring according to either one of the two following designs:-

- (a) Hard pine spiking pieces on top of the stringers, a bottom layer of 3-inch hard pine planking and an upper layer of 2-inch spruce planking; or
- (b) Hard pine spiking pieces on the stringers, 3-inch hard pine planking and 3-inch creosote-resinate block pavement.

In each there are to be scuppers and wooden guards lined with angle iron, the angle iron to be furnished by the contractor for the superstructure.

Plans showing the construction of the floor may be seen at the office of the Commissioners, Court House, Springfield, Massachusetts.

Each bid must be signed by the bidder with full name and address, inclosed in a sealed envelope indorsed - "Bid for furnishing the material and laying a wooden floor system upon the bridge over the Connecticut River between Chicopee and West Springfield," and delivered to the Commission or its clerk; and in the presence of the person offering the bid it will be deposited in a sealed box provided for that purpose. No bid will be allowed to be withdrawn after it has been so deposited with the Commission.

No bid will be received and deposited unless accompanied by a properly certified check for the sum of \$250. payable to the order of the Treasurer of Hampden County, which check shall be returned to the bidder unless forfeited as hereinafter provided. Such check must not be inclosed in the sealed envelope containing the bid, but must be delivered to the Commission, or its clerk, who will give a proper voucher for the deposit. All such deposits, except that of the successful bidder, will be returned to the persons making the same within three days after the contract is executed.

A bond, in the form hereinafter set forth, will be required for the faithful performance of the contract in the sum of twenty per cent. of the bid, of an approved surety company.

The bidder is requested to name the surety company which will sign his bond in case the contract is awarded him.

The contract must be signed and the bond furnished within six days (Sunday excepted) after the date of the notification by the Commission of the acceptance of the proposal and the readiness of the contract for signature; and in case of the failure of the bidder; after such notification, to execute the contract and furnish the bond within said time, the proposal will be considered as abandoned, and the certified check accompanying the proposal shall be forfeited to the County.

The Commission is authorized to deduct from any monies which are due or may become due the Contractor under this agreement, \$25.00 per day as liquidated damages for each and every day the aforesaid work may be uncompleted beyond the time herein stipulated for its completion.

If the wooden block pavement is used, it must be guaranteed for a term of ten years by the company to which the contract is awarded, during which time that company must keep the pavement in satisfactory repair. This guarantee must be secured by the bond of a surety company satisfactory to the County Commissioners.

All bids must be made upon the blank form hereto annexed. The prices are to cover all the expenses incident to the completion of the work in full conformity with the specifications. The prices must be stated both in words and in figures.

The specifications and forms of Bid, Contract, and Bond are to be found in the following pages.

The Commission desires to have the work done at as early a date as is reasonably practicable, and the time for completion named by the bidder in his bid will be a consideration in determining the award of the contract.

No proposal will be entertained unless it comes from a person, firm, or corporation, which is known to possess the proper plant and facilities for doing the work.

The Commission reserves the right to reject any or all bids, and to award the contract as it deems for the best interest of the County of Hampden.

William H. Brainerd, Chairman)	
Joel H. Hendrick	)	County
James M. Sickman	)	Commissioners.

Robert O. Morris, Clerk.

George F. Swain, Consulting Engineer.

B I D

For furnishing the material and laying a wooden floor system upon the bridge over the Connecticut river between CHICOPEE and WEST SPRINGFIELD.

To the County Commissioners of Hampden County, Massachusetts.

The undersigned (hereinafter called the Contractor) hereby declares that the only persons interested in this bid as principals are named on page 5 (25); that no person acting for, or employed by, the County of Hampden is directly or indirectly interested in this bid, or in any contract which may be made under it, or in expected profits to arise therefrom; and that this bid is made in good faith, without fraud or collusion or connection with any other person bidding for the same work; that he has carefully examined the locality where the work is to be done, and the annexed form of contract and specifications, and has studied the drawings therein referred to; and is satisfied that the plans and specifications are sufficient for the intended purposes; and he hereby bids, in accordance with the Notice to Contractors, to provide all necessary machinery, tools, apparatus, and to do all the work and furnish all the material called for by said contract and specifications, in the manner therein prescribed and according to the requirements of the Engineer, including all incidental work, and to complete the work within 61 working days after the completion of the metal superstructure, for the following sum, to wit:

"A" Only for 3" hard pine plank and 2" spruce plank, no wood floor bid on -

1904 specification Thirteen thousand three hundred and seventy five dollars (\$13,375.)

The extra work done by written order of the Commission, its reasonable cost as determined by the Engineer, plus fifteen per cent of said cost.

Accompanying this proposal is a certified check for two hundred fifty dollars (\$250) which check and its proceeds shall become the property of said county if, in case this proposal should be accepted by said County Commissioners, the undersigned shall fail to execute a contract in writing as required by said Commission and furnish to said Commission a good and sufficient bond for the performance of said contract according to the requirements of the "Notice to Contractors", within the time provided for by said notice; said check to be given to and received by said County as full compensation to said County for all loss, delay and damage caused to it by any failure of the undersigned to comply with any of the conditions herein contained.

If, however, the contract and bond are executed and delivered according to the requirements of the said notice, the said check shall be returned to the undersigned.

Signature of person, firm or corporation making bid:

The R. F. Hawkins Iron Works,
By Paul R. Hawkins, Vice Pres't.

P. O. Address:

Springfield, Mass.

Date:

November 13th, 1905.

The full names and residence of all persons interested in this bid, as principals, are as follows:

NOTICE - Give first and last names in full, and in case of corporations, give name of president, treasurer and manager.

Richard F. Hawkins, Pres't. and Treas.

Paul R. Hawkins, Vice Pres't. and Manager.

Agreement to be executed in triplicate; one copy to be kept by the Commission, one to be delivered to the County Treasurer, and one to the Contractor.

Board of Commissioners for Hampden County, Massachusetts, 1905.

CONTRACT AND SPECIFICATIONS

For furnishing the material and laying a wooden floor system upon the bridge over the Connecticut River between CHICOPEE and WEST SPRINGFIELD.

This agreement, made and concluded this second day of December in the year nineteen hundred and five, by and between the County of Hampden, Commonwealth of Massachusetts, by the County Commissioners (but not for the members of the Commission individually or jointly), party of the first part, and The R. F. Hawkins Iron Works, a Corporation, having its principal place of business at Springfield, Massachusetts, party of the second part;

WITNESSETH, That the parties to these presents, each in consideration of the covenants and agreements on the part of the other, herein contained, have covenanted and agreed, do and hereby covenant and agree the party of the first part for itself, the party of the second part for itself and its Heirs, executors, administrators, and assigns, and under the penalty expressed in a bond bearing even date with these presents, and thereto annexed, as follows:-

Wherever the word "Commission" is used in this agreement, the same means the County Commissioners of Hampden County acting for the County of Hampden, Massachusetts, and no member of said Commission or any employee thereof shall be personally responsible for any liability arising under this contract.

Wherever the word "Engineer" is used in this agreement, the same means the Consulting Engineer of the said Commission, acting either directly or through his properly authorized agents, acting within the scope of the particular duties intrusted to them.

Wherever the word "Contractor" is used in this agreement, the same means the Corporation, which has entered into this contract as the party of the second part, or its legal representatives.

ARTICLE A.

The Contractor shall enter upon the work as soon as the condition

of the superstructure, in the opinion of the Engineer, will allow, and shall, at his own proper cost and expense, furnish all the materials, tools, scaffolding, etc., and do everything required except as herein specified, and do all and singular the things in this contract and specifications provided in accordance with the general plan hereinafter referred to.

To prevent disputes and litigation, the Engineer shall be the referee to decide all questions which may arise relative to the fulfillment of this contract on the part of the Contractor; and his estimates and decisions shall be final and conclusive.

All the work contemplated and described in this contract shall be done to the satisfaction of the Engineer, who shall be sole judge as to the fitness of materials and the character of the work.

The Commission and every member of it, the Engineer, and the employees of the Commission and Engineer, shall at all times have the right to enter the premises upon which work is being done under this contract, and to inspect the said work and materials, and to ascertain whether or not the construction is carried on in accordance with this contract, and the Contractor shall furnish all reasonable facilities and notice, and give ample time for such inspection; but neither the Commission, nor any member of it, nor the Engineer, nor any employee of the Commission or Engineer, shall have any control or direction over the progress of the work (except that the Engineer shall have the power herein expressly vested in him by this contract), nor any control or superintendence over the scaffolding, apparatus, ways, works, machinery, or plant; the sole responsibility for the proper conduct of the work resting with the Contractor.

The Engineer shall not be deemed to be the agent of the Commission or the County for any purpose whatsoever, and shall have no power, direction, or control over the work embraced in this contract, except as herein expressly set forth, or as may hereafter be voted by the Commission. The Engineer shall have power, without further authority from the Commission; to condemn all work which in his opinion is not done in accordance with this contract and specifications or is not done to his satisfaction; and to specify, order, or direct, either orally or in writing, the manner in which the work described in the specifications shall be executed; but such power and authority shall be confined to the directions or specification of what is to be done under this contract, and shall not extend to the actual execution of the work, which shall be in the control of the Contractor, and for which the Contractor alone shall be responsible.

The Engineer shall also have power, with the approval of the Commission, to change the plans or materials, to order extra work, and to grant extensions of time, as in this contract provided, and to do anything else permitted to him in this contract; provided, that if any changes in plans or materials increase the cost the Contractor shall be fairly remunerated; and in case they diminish the cost proper deduction

from the contract price shall be made the amount to be paid or deducted to be decided by the Engineer.

ARTICLE B.

The Notice to Contractors, the bid, the contract plan and the requirements stated thereon, and all other parts of this pamphlet are to be considered as part of this contract.

The work to be done includes the furnishing, delivering, and placing of all wood work and other work as shown on the plan or described in the specifications, required for the construction of the wooden floor of the bridge between Chicopee and West Springfield, in accordance with the plan signed by George F. Swain, Consulting Engineer, and filed in the office of the County Commissioners, Court House, Springfield, Massachusetts.

All work shall be done in accordance with the terms of this contract as interpreted by the Engineer, subject to such modifications and additions as shall be deemed necessary during its execution, and in no case shall any work in excess of the requirements of the plan and specifications be paid for unless ordered in writing by him and approved by the Commission.

The work of erection may begin as soon as the superstructure is sufficiently near completion, and written notice of such completion will be given by the Engineer to the Contractor.

ARTICLE C.

Plan, Materials and Workmanship.

The plan shows two different designs, and bidders may bid upon either or both.

Materials.

1. All hard pine timber is to be long leaf yellow pine of the quality known as "Merchantable" according to the Massachusetts State law for the inspection of lumber, 1904. All planks are to be planed upon one side to an even thickness which shall not be less than 1/8 inch smaller than the nominal thickness of the piece. Spiking pieces are to be planed on the upper side to be proper bevel.

2. Spruce planking for roadway is to be "Merchantable" or of the grades known as Nos. 1 and 2 Boston Survey, planed on one side to an even thickness. It shall be free from large or loose knots, waney edges, or other serious imperfections.

3. Iron Castings are to be of tough, gray iron, free from injurious cold shuts or blow holes, true to pattern, and of workmanlike finish.

Plan A. Plank Flooring.

1. Hard Pine sidewalk stringers are to be planed to an even width not less than 11 3/4 inches, and placed with planed edges up. Hard pine sidewalk planks are to be not over 8 inches wide with planed (heart) side down, and laid transversely with 1/4 inch joints. They are to be fastened to the stringers with steel wire spikes 4 1/2 inches long with two spikes at each bearing.

2. Hard pine spiking pieces as shown on plan are to be laid on the stringers, planed side up, and attached to stringers with steel or wrought iron clips bolted to spiking pieces with $5/8$ inch bolts as shown.

3. Hard pine roadway planks are to be not less than 9 inches wide laid transversely in one length, with close joints, and with planed side up, and fastened to spiking pieces with steel wire spikes 7 inches long, and with two spikes in each end of each piece, and one spike in each other bearing.

4. Spruce planks for top wearing surface are to be laid longitudinally with planed (heart) side down and well secured to each lower plank with 30-d iron nails.

5. Hard pine wheel guards are to be placed at the sides of the roadway as shown on the plan, and fastened to the flooring with $3/4$ inch bolts, at least three in each panel length and near each end of each guard stick. Bolts are to have flat heads let into the timber. The wheel guards are to be sawed or planed to fit slope of roadway planking, so that their inside faces form continuous vertical surfaces at each side.

6. Angle irons for attachment to the wheel guards will be furnished by the Contractor for the superstructure, and are to be securely fastened to the curb timbers by 4-inch flat head spikes.

7. Cast iron scuppers of the form and dimensions shown, are to be furnished and placed by the Contractor on each side of the roadway, at intervals of about 20 feet.

8. Holes for bolts are to be bored, and also holes for spikes if it should prove necessary to prevent splitting of the timber.

9. At the ends of the spans an expansion joint is to be made in the flooring, as indicated on the plan. The steel sliding plates are to be furnished and put in place by the Contractor.

10. After laying, the top surfaces and exposed ends of all planking, the top, ends and sides of all stringers, the top and sides of all wheel guards, and spiking pieces, are to be thoroughly painted with two coats of Cabot's "Conservo" the first coat to be allowed to dry for at least 24 hours before the second coat is applied.

11. Curb timbers are to be set accurately to the lines given by the Engineer.

12. If the Contractor injures or defaces the paint upon the steel superstructure of the bridge, he shall re-touch it where so defaced, with the same paint, and in a manner satisfactory to the Engineer. No painting is to be done in wet or inclement weather or upon a wet surface.

ARTICLE D.

General Requirements.

The work is to be prosecuted in such order as may be prescribed by the Engineer.

In all operations connected with the work herein specified, all city ordinances, and all laws controlling or limiting in any way the actions of those engaged on the work, or the method or materials to be used, must be respected and strictly complied with.

The Contractor shall, at his own expense, take all precautions that may be necessary to protect life and property, and shall be liable for all damages occasioned in any way by his act or neglect, or that of his agents, employees, or workmen.

The Contractor shall at once submit to the Engineer, for adjustment, any errors or omissions which may be discovered in these specifications or the plan, and all cases of doubt or discrepancy which may arise as to the intention of anything contained therein.

Any unfaithful or imperfect work or material that may be discovered before the final acceptance of the work shall be corrected or replaced immediately, on the requirements of the Engineer, notwithstanding that it may have been overlooked by the proper inspector, and estimated. Any materials condemned or rejected by the Engineer may be branded or otherwise marked, and shall on demand be at once removed to a satisfactory distance from the work.

Any omission to disapprove the work at the time of inspection or at the time of any estimate shall not relieve the Contractor of any of his obligations; and all work, of whatever kind, which, during its progress and before it is finally accepted may become damaged from any cause, shall be removed, and replaced by good and satisfactory work.

The workmen employed by the Contractor shall be competent for the work which is given them to do.

If any person employed on the work by the Contractor be disobedient, or appears to the Engineer to be incompetent, unfaithful, or disorderly, he shall be discharged immediately on the requisition of the Engineer, and shall not be again employed on the work.

The Contractor shall neither bring nor allow others to bring any spirituous or fermented liquor, or other intoxicant, upon the grounds occupied for the prosecution of the work; neither shall he furnish nor allow others to furnish liquors, or other intoxicants, to the workmen in his employ.

Necessary conveniences, properly secluded from public observation, shall be constructed wherever needed, for the use of the laborers on the work.

After the completion of the work the Contractor is to remove all temporary structures built by him, and all surplus materials of all kinds, from the site of the work, and leave the structure and site clean and presentable.

Every employee under this contract shall lodge, board, and trade where and with whom he elects, and no person or his agents or employees under this contract shall directly or indirectly require as a condition of employment hereunder that the employee shall lodge, board or trade at a particular place or with a particular person. See Chapter 106,

Section 13, Revised Laws of Massachusetts.

In the employment of mechanics and laborers in this Commonwealth under this contract, preference shall be given to the citizens of the Commonwealth, and if they cannot be had in sufficient numbers then to citizens of the United States. See Acts of 1904, Chapter 311.

ARTICLE E.

This Contract shall be utterly void as to the County if any person employed in any official capacity by the County is either directly or indirectly interested therein.

ARTICLE F.

The Contractor shall give his personal attention to the fulfillment of this contract; and shall keep the same under his control; and shall not assign by power of attorney or otherwise, any portion of the said work, unless by the previous consent of the Commission, to be signified by indorsement on this agreement. No part of this work shall be sublet except to parties skilled in and properly equipped for the same and satisfactory to the Commission.

ARTICLE G.

Neither an extension of time, for any reason, beyond that fixed herein for the completion of the work, nor the permitting of the Contractor to go on and finish the work after the expiration of said time, nor the acceptance of any part of the work called for by this contract, shall operate as a waiver of any of the rights of the said party of the first part, under this agreement.

ARTICLE H.

If the work to be done under this agreement shall be abandoned, or if this contract shall be assigned by the Contractor, otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing to the Commission, that the said work is unnecessarily or unreasonably delayed, or that the Contractor is wilfully violating any of the conditions or agreements of this contract, or is not executing said contract in good faith, or is not making such progress in the execution of the work as to indicate its completion within the required time, the Commission may notify the Contractor to discontinue all work, or any part, thereof, under this contract; and thereupon the Contractor shall discontinue said work, or such part thereof as the Commission may designate; and the Commission shall thereupon have the power, by contract or otherwise, as it may determine, to complete the work herein described, or such part thereof as it may deem necessary; and to use such implements, tools, and materials of every description as may be found upon the line of said work, and to procure other tools and materials for the completion of the same; and the expense of said contracts, labor, tools, implements and materials shall be charged to the Contractor, and deducted and paid by the County out of any moneys then due, or which at any time thereafter may become due, or which in case of performance according to its terms would have become due to the Contractor under this contract, or any part thereof,

and in case such expense is less than the sum which would have been payable under this contract if the same had been completed by the Contractor, then the Contractor shall be entitled to receive the difference; and in case such expense shall exceed the last-named sum, then the Contractor shall pay the amount of such excess to the County on notice from the Commission of the excess so due but such excess shall not exceed the amount owed by the County, under this contract, at the time the Contractor is notified to discontinue said work, or any part thereof, plus the amount of the bond executed by the Contractor for the performance of this contract. In such accounting the Commission shall not be held to obtain the lowest figures for the work of completing the contract; but all sums actually paid for such completion shall be credited to the County. And it is further agreed that, in case the Contractor does not complete the aforesaid work at the stipulated time, the Commission may, in lieu of the foregoing provision, pay the Contractor for the parts already done, according to the provisions of this contract, and may treat the parts remaining undone as if they had never been included in or contemplated by this contract.

A R T I C L E I.

The prices named in the portion of this pamphlet, called the Bid, shall be paid by the County, and received by the Contractor, as full compensation for furnishing material, and for use of tools, and other implements, and for labor in moving material, and materials and executing all the work contemplated in this contract; also for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulties which may be encountered in the prosecution of the same; and for all risks of every description connected with the work; also for all expense incurred by, or in consequence of, the suspension or discontinuance of said work as herein specified, and for well and faithfully completing the work in the manner and according to the plan and specifications and the requirements of the Engineer under them.

A R T I C L E J.

Extra work may be ordered from time to time by the Engineer in writing approved by the Commission, and the work thus ordered shall thereupon constitute a part of the work to be done under this contract; and all and singular the provisions and conditions of this contract shall apply to the said extra work as if the same were specified in the contract. The time within which the contract thus altered or amended shall be performed or within which such extra work shall be done shall be the time herein specified for the completion of the whole work, unless some different time is appointed in the amendment to the contract or the order for the extra work.

A R T I C L E K.

The Contractor shall have no claim for compensation for extra work, unless the same is ordered in writing by the Commission, and unless the claim for the same, when so ordered, is presented to the Commission be-

fore the first day of the month following that during which each specific order is complied with.

A R T I C L E L.

The Contractor shall not permit or suffer any attachment, lien, or right of lien, or other incumbrance arising under Chapter one hundred and ninety-one of the Public Statutes of Massachusetts, or any other laws, with reference to liens on buildings and lands out of the execution of this contract or out of anything done under it, to exist upon the property of the County or Commission; and shall furnish the Commission with satisfactory evidence, when called for, that no person who has furnished labor or materials for the work embraced in this contract has any lien or right of lien upon the property of the County, and that no attachment or other incumbrance rests upon said property for debts or claims alleged to be due from the Contractor or any person employed by or under him, and that all claims from private corporations or individuals, for damages of any kind caused by the construction of said work, have been fully paid or satisfactorily secured; and in case such evidence is not furnished, an amount necessary and sufficient to meet the claims of the person aforesaid may be retained from any moneys due or that may become due the Contractor under this contract, until the liabilities aforesaid shall be fully discharged or satisfactorily secured. The Contractor shall also protect, indemnify, and hold harmless the said County and Commission and all its officers and employees from all attachments, liens, and other incumbrances placed upon the property of the County or Commission for or on account of debt or claims alleged to be due from the Contractor or any person employed by or under him.

A R T I C L E M.

The Commission for the County may retain out of any amounts due the Contractor sums sufficient to cover any unpaid claims of mechanics, laborers, or others, for work performed or materials furnished under this contract, provided, that notice, in writing, of such claims, signed by the claimants, shall have been previously filed in the office of the Commission.

A R T I C L E N.

The Contractor shall indemnify and save harmless the County and Commission, its or their officers and agents, from all suits or claims, of every name or description, brought against the County or Commission, or its or their officers and agents, for or on account of any injuries or damages to persons or property received or sustained by any person or persons, by or from the Contractor, his servants or agents, in or on account of work done under this contract or extension of or additions thereto, whether caused by negligence or not, or by or in consequence of any negligence in guarding the same, or any materials for the same, or by or on account of any improper materials used in its construction, or by or on account of any accident, or of any act or omission of the Contractor or his agents; and the Contractor further agrees that so much of the money due to him under this agreement as shall be considered

necessary by the Commission may be retained until all such suits or claims for damages as aforesaid shall have been settled, and evidence to that effect furnished to the satisfaction of the Commission.

A R T I C L E O.

Payments to the Contractor shall be made as follows: On or about the first of each month the Engineer shall make and submit to the Commission an approximate estimate of the value of the work done by the Contractor during the previous month. About one week after each estimate, the Contractor shall be paid a sum equal to eighty-five per cent of such estimate. Thirty days after the completion of the entire work, the Contractor shall receive the remaining fifteen per cent of the contract price, provided the work shall at that time be in good order; either or both of these payments to be diminished or withheld in accordance with the various provisions of this contract, and also to be withheld if the County or the Commission be restrained by legal process from making such payment. But neither such retention of money nor anything herein contained shall be construed as creating any privity of contract between the County or the Commission and any creditor or assignee of the Contractor, or any obligation on the part of the County or Commission to such creditor or assignee.

Neither the inspection of the Commission, the Engineer or any of his or their employees, nor any order, measurement, or certificate by the Engineer, nor any order by the Commission for the payment of money, nor any payment by the County, nor any acceptance of the whole or any part of the work by the Engineer or Commission, nor any extension of time, nor any possession taken by the County, shall operate as a waiver of any covenant or condition in this contract, or of any power therein reserved to the Commission, or of any right to damages herein provided. Any remedy provided in their contract shall be taken and construed as cumulative, i. e., additional to each and every other remedy herein provided; and the County shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of this contract.

A R T I C L E P.

No alterations or amendments of this contract shall be valid unless the same is made by an instrument in writing signed by the Contractor and the Engineer, and approved by a vote of the Commission.

In case of any alterations, so much of this agreement as is not necessarily affected by such alterations shall remain in force upon the parties hereto.

A R T I C L E R.

The payment of the final amount due under this contract and the adjustment and payment of the bills rendered for work done in accordance with any alterations of the same, shall release the County from any and all claims or liabilities on account of work performed under said contract, or any alteration thereof.

IN WITNESS WHEREOF, The parties of those presents hereunto set their hands, the County of Hampden executing these presents by its Commissioners, William H. Brainerd, Joel H. Hendrick and James M. Sickman, who incur no personal liability by reason of the execution hereof or of anything herein contained, this 25 day of November in the year nineteen hundred and five.

(L. S.) W. H. Brainerd)
 J. H. Hendrick) The County of Hampden
 J. M. Sickman) by its
) Commissioners.

The R. F. Hawkins Iron Works (L. S.)

By Paul R. Hawkins, Vice President.

Signed in the presence of,

Robert O. Morris to all.

BOND TO ACCOMPANY THE CONTRACT.

Know all men by these presents, That we,
The R. F. Hawkins Iron Works, of Springfield, Massachusetts, as principal, and The Aetna Indemnity Company, of Hartford, Conn., a corporation duly established under the laws of the State of Conn. and having a usual place of business at 84 State Street, Boston, Mass. as surety, are held and firmly bound unto the County of Hampden, in the sum of Twenty-seven hundred (\$2700.00) dollars paid the County of Hampden, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bound Corporation, The R. F. Hawkins Iron Works, of Springfield, Massachusetts, its heirs, executors, administrators, or assigns shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the foregoing contract on his or their part to be kept and performed, at the time and in the manner therein specified, and shall indemnify and save harmless the County of Hampden, the Commission and their officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise, it shall be and remain in full force and virtue.

The bond is to remain in force three months after the completion of the contract and, if legal proceedings are then pending against the County or Commission alleging injury to person or property in the performance of this contract or brought by the Commission or the County against the Contractor, said bond shall remain in force until payment to the County or the Commission of the amount with interest of any such judgment.

Witness to The R.F.H.I.W.

Robert O. Morris

M. E. Moore

Witness to Surety

The R. F. Hawkins Iron Works

by Paul R. Hawkins, Vice Pres.

The Aetna Indemnity Company (L.S.)

by James R. Chandler,
Res. Vice-Pres.

Attest: Wallace Egerton,
Res. Asst. Secy.

APPORTIONMENT OF COSTS.

West Springfield	\$25,930.20
Chicopee	58,342.97
County of Hampden	44,889.84
Interest received on loans	583.65
	<u>\$129,746.66</u>

Contract for
addition of hospi-
tal to jail.

PLANS IN DRAWING
"COUNTY JAIL"

This Agreement, made the first day of May, in the year one thousand nine hundred and seven by and between R. E. Davis and A. M. Davis, both of Springfield, County of Hampden and Commonwealth of Massachusetts, co-partners under the firm name of R. E. and A. M. Davis, party of the first part (hereinafter designated the Contractors), and the County of Hampden in said Commonwealth, party of the second part (hereinafter designated the Owner).

WITNESSETH that the Contractors, in consideration of the agreements herein made by the Owner, agree with the said Owner as follows:

Article 1. The Contractor shall and will provide all the materials and perform all the work for the construction of an addition to the Hampden County Jail built upon the walls of the present kitchen and bakery and to be used for hospital purposes, as shown on the drawings and described in the specifications prepared by F. R. RICHMOND, Architect, which drawings and specifications are identified by the signatures of the parties hereto, and become hereby a part of this contract.

Art. 11. It is understood and agreed by and between the parties hereto that the work included in this contract is to be done under the direction of the said Architect, and that his decision as to the true construction and meaning of the drawings and specifications shall be final. It is also understood and agreed by and between the parties hereto that such additional drawings and explanations as may be necessary to detail and illustrate the work to be done are to be furnished by said Architect, and they agree to conform to and abide by the same so far as they may be consistent with the purpose and intent of the original drawings and specifications referred to in Art. 1.

It is further understood and agreed by the parties hereto that any and all drawings and specifications prepared for the purposes of this contract by the said Architect are and remain his property, and that all charges for the use of the same, and for the services of said Architect are to be paid by the said Owner.

Art. 111. No alterations shall be made in the work except upon written order of the Architect; the amount to be paid by the Owner or allowed by the Contractors by virtue of such alterations to be stated in said order. Should the Owner and Contractors not agree as to amount to be paid or allowed, the work shall go on under the order required above, and in case of failure to agree, the determination of said amount shall be referred to arbitration, as provided for in Art. XII of this contract.

Art. IV. The Contractor shall provide sufficient, safe and proper facilities at all times for the inspection of the work by the Architect or his authorized representatives; shall, within twenty-four hours after receiving written notice from the Architect to that effect, proceed to remove from the grounds or buildings all materials condemned by him whether worked or unworked, and to take down all portions of the work which the Architect shall by like written notice condemn as unsound or improper, or as in any way failing to conform to the drawings and specifications, and shall make good all work damaged or destroyed thereby.

Art. V. Should the Contractors at any time refuse or neglect to supply a sufficiency of properly skilled workmen, or of materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the agreements herein contained, such refusal, neglect or failure being certified by the Architect, the Owner shall be at liberty, after three days' written notice to the Contractors, to provide any such labor or materials and to deduct the cost thereof from any money then due or thereafter to become due to the Contractors under this contract; and if the Architect shall certify that such refusal, neglect or failure is sufficient ground for such action, the Owner shall also be at liberty to terminate the employment of the Contractors for the said work and to enter upon the premises and take possession, for the purpose of completing the work included under this contract, of all materials, tools and appliances thereon, and to employ any other person or persons to finish the work and to provide the materials therefor; and in case of such discontinuance of the employment of the Contractors they shall not be entitled to receive any further payment under this contract until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this contract shall exceed the expense incurred by the Owner in finishing the work, such excess shall be paid by the Owner to the Contractors; but if such expense shall exceed such unpaid balance, the Contractors shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, either for furnishing materials or for finishing the work, and any damage incurred through such default, shall be audited and certified by the Architect, whose certificate thereof shall be conclusive upon the parties.

Art. VI. The Contractor shall complete the several portions, and the whole of the work comprehended in this agreement by and at the time or times hereinafter stated, to wit; on the first day of December of the present year.

Art. VII. Should the Contractors be delayed in the prosecution or completion of the work by the act, neglect or default of the owner of the Architect, or of any other contractor employed by the Owner upon the work, or by any damage caused by fire, lightning, earthquake, cyclone or other casualty for which the Contractors are not responsible, or by strikes or lockouts caused by acts of employes, then the time herein fixed for the completion of the work shall be extended for a

period equivalent to the time lost by reason of any or all the causes aforesaid, which extended period shall be determined and fixed by the Architect; but no such allowance shall be made unless a claim therefor is presented in writing to the Architect within forty-eight hours of the occurrence of such delay.

Art. VIII. The Owner agrees to provide all labor and materials essential to the conduct of this work not included in this contract in such manner as not to delay its progress, and in the event of failure so to do, thereby causing loss to the Contractor, agree that it will reimburse the Contractor for such loss; and the Contractors agree that if they shall delay the progress of the work so as to cause loss for which the Owner shall become liable, then they shall reimburse the Owner for such loss. Should the Owner and Contractor fail to agree as to the amount of loss comprehended in this Article, the determination of the amount shall be referred to arbitration as provided in Art. XII of this contract.

Art. IX. It is hereby mutually agreed between the parties hereto that the sum to be paid by the Owner to the Contractors for said work and materials shall be eight thousand nine hundred and fifty-one (\$8951.00) dollars subject to additions and deductions as hereinbefore provided, and that such sum shall be paid by the Owner to the Contractors, in current funds, and only upon certificates of the Architects, as follows: On the tenth day of each month there shall be paid eighty per cent of the value of labor and materials furnished in place during the preceding month.

The Contractors agree to furnish sufficient security by bond or otherwise for payment by the contractors and sub-contractors for labor performed or furnished and for materials used in said construction in accordance with the provisions of the Acts of 1904, Chapter 349.

And the said Contractors covenant and agree that in the employment of mechanics and laborers in the performance of this contract preference shall be given to Citizens of the Commonwealth and if they cannot be had in sufficient numbers then to Citizens of the United States.

Said Contractors further covenant and agree that no laborer, workmen, or mechanic working within this Commonwealth in the employ of said Contractors, a sub-contractor or other person doing or contracting to do the whole, or a part of the work contemplated by this contract shall be requested or required to work more than eight hours in any one calendar day.

The final payment shall be made within sixty-five days after the completion of the work included in this contract, and all payments shall be due when certificates for the same are issued. If at any time there shall be evidence of any lien or claim for which, if established, the Owner of the said premises might become liable, and which is chargeable to the Contractors, the Owner shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to com-

April Meeting, 1907.

pletely indemnify it against such lien or claim. Should there prove to be any such claim after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging any lien on said premises made obligatory in consequence of the Contractor default.

Art. X. It is further mutually agreed between the parties hereto that no certificate given or payment made under this contract, except the final certificate or final payment, shall be conclusive evidence of the performance of this contract, either wholly or in part, and that no payment shall be construed to be an acceptance of defective work or improper materials.

Art. XI. The Owner shall during the progress of the work maintain insurance on said work, in its own name and in the name of the Contractors, against loss or damage by fire, lightning, earthquake, cyclone or other casualty. The policies to cover all work incorporated in the building, and all materials for the same in or about the premises, and shall be made payable to the parties hereto, as their interest may appear.

Art. XII. In case the Owner and Contractors fail to agree in relation to matters of payment, allowance or loss referred to in Arts. III or VIII of this contract, or should either of them dissent from the decision of the Architect referred to in Art. VII of this contract, which dissent shall have been filed in writing with the Architect within ten days of the announcement of such decision, then the matter shall be referred to a Board of Arbitration consisting of three persons one in behalf of the Owner, and one in behalf of the Contractors, these two to select a third. The decision of any two of this Board shall be final and binding on both parties hereto. In event of the death or inability to serve of the party named in behalf of the Owner, then the Owner shall select a person in his place; in event of the death or inability to serve of the party named in behalf of the Contractors, then the Contractors shall select a person in his place; in event of the death or inability to serve of the third party, then the remaining arbitrators shall choose a person in his place. Each party hereto shall pay one-half of the expense of such reference.

Art. XIII. The said parties for themselves, their heirs, successors, executors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained.

In Witness Whereof, said contractors have hereunto set their hands and seals, and said owner has caused these presents to be signed and its seal to be hereto affixed by its County Commissioners hereunto duly authorized the day and year first above written.

In Presence of

S. S. Taft

by all

(L. S.)

County of Hampden
by

R. E. & A. M. Davis

(Seal)

by Edwin T. Davis

) J. M. Sickman

) C. H. Nutting

) Chas. C. Spellman

Commissioners.



HALL OF JUSTICE
50 STATE STREET
SPRINGFIELD, MA 01103-2021

The Commonwealth of Massachusetts

COUNTY OF HAMPDEN

REGISTER OF DEEDS

DONALD E. ASHE

TELEPHONE
(413) 755-1722 / 784-0479
FAX (413) 731-8190

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April Meeting, 1907.

April 20th, 1907.

Voted to rent for a period of ten years, a room 26 x 41 ft. for court room, and two front offices, each about 12 x 14 ft., on the first floor of the Masonic Hall, at Palmer, for the sum of \$400. per year, to include heat, light and janitor service.

Vote regarding renting room for District Court of Eastern Hampden.

In conformity with a resolve of the General Court, passed at their present session granting a tax of one hundred and eighty-four thousand two hundred dollars (\$184,200.00) for the County of Hampden, the same is apportioned upon the several cities and towns in said County, in manner following:-

County Tax Assessed

Agawam,	1,828.37
Blandford,	466.05
Brimfield,	430.20
Chester,	717.01
Chicopee,	11,543.88
East Longmeadow,	717.01
Granville,	466.05
Hampden,	394.35
Holland,	107.55
Holyoke,	45,530.20
Longmeadow,	1,147.21
Ludlow,	3,083.14
Monson,	2,115.18
Montgomery,	143.40
Palmer,	4,015.25
Russell,	645.30
Southwick,	681.15
Springfield,	92,566.11
Tolland,	179.25
Wales,	322.65
West Springfield,	6,309.69
Westfield,	9,679.64
Wilbraham,	1,111.36

\$184,200.00

And warrants have been issued dated April twenty-ninth, nineteen hundred and seven, directed to the Selectmen or Assessors of the several towns and cities in said County directing them to assess the same upon the inhabitants of their respective towns and cities, and requiring their Collectors or Constables to collect the same, and to cause the amount so collected to be paid into the County Treasury.

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, begun and holden at Springfield, within and for said County, on the first day of May, A.D. 1907.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of Clarence Balfe of Springfield from the Hampden County Truant School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Springfield, after due notice and hearing it is

Released from Truant School on parole
Clarence Balfe

considered and adjudged by said commissioners that it will be for the best interest of the said Clarence Balfe to be at liberty.

And thereupon said commissioners order that he be released forthwith, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following conditions:

That he conform to the school regulations of the city of Springfield.

Robert O. Morris, Clerk.

Released from Truant
School on parole,
William Sullivan

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, begun and holden at Springfield, within and for said County, on the first day of May, A.D. 1907.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of William Sullivan of Springfield, from the Hampden County Truant School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Springfield, after due notice and hearing it is considered and adjudged by said commissioners that it will be for the best interest of the said William Sullivan to be at liberty.

And thereupon said commissioners order that he be released forthwith, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following conditions:

That he conform to the school regulations of the city of Springfield.

Robert O. Morris, Clerk.

Released from Truant
School on parole,
Arthur Thompson

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, begun and holden at Springfield, within and for said County, on the first day of May, A.D. 1907.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of Arthur Thompson of Springfield, from the Hampden County Truant School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Springfield, after due notice and hearing it is considered and adjudged by said commissioners that it will be for the best interest of the said Arthur Thompson to be at liberty.

And thereupon said commissioners order that he be released forthwith, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following conditions:

That he conform to the school regulations of the city of Springfield.

Robert O. Morris, Clerk:

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, begun and holden at Springfield, within and for said County, on the first day of May, A.D. 1907.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of Timothy Rohan of Pittsfield from the Hampden County Truant School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Pittsfield, after due notice and hearing it is considered and adjudged by said commissioners that it will be for the best interest of the said Timothy Rohan to be at liberty.

And thereupon said commissioners order that he be released forthwith, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following conditions:

That he conform to the school regulations of the city of Pittsfield

Robert O. Morris, Clerk.

Released from Truant
School on parole,
Timothy Rohan

The Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. May 1st, 1907.

Voted:

That Fred A. Bearse, County Treasurer, be authorized to borrow on the credit of the county, and in anticipation of the county tax, a sum of money not exceeding fifty thousand dollars (\$50,000.00) and to make, execute and deliver a note or notes to that amount, payable November fifth, 1907, to the order of such Bank, Institution, Corporation or Individual, as he, the said Bearse shall elect, and to pay interest or discount thereon at a rate not exceeding five per cent per annum.

J. M. Sickman)
C. H. Nutting) County
Chas. C. Spellman) Commissioners.

County Treasurer
authorized to borrow
in anticipation of
county tax.

County Treasurer
authorized to borrow
on account of county
share of Chicopee
& West Springfield
Bridge.

No. 8.

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. May 8th, 1907.

Voted:

That Fred A. Bearse, county treasurer, be authorized to borrow on the credit of the county and on account of the County's share of the expense of building the new bridge over the Connecticut River between the City of Chicopee and the town of West Springfield, under the provisions of chapter 230 of the acts of 1906, the sum of forty thousand dollars, (\$40,000.00) and to execute and deliver four notes of ten thousand dollars each, payable in two, three, four and five years, respectively, to the order of such bank, institution, corporation or individual, as he, the said Bearse, shall elect, and to pay interest or discount thereon at a rate not exceeding four and one half per cent per annum.

J. M. Sickman)	County Commissioners.
C. H. Nutting)	
Chas. C. Spellman)	

Order for transfer

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. May 8th, 1907.

To Fred A. Bearse, Treasurer of Hampden county.

You are hereby authorized to transfer from the general fund in your hands as Treasurer, for the reduction of the county debt, the sum of four thousand six hundred and sixty-four dollars and eighty-four cents.

J. M. Sickman)	County Commissioners.
C. H. Nutting)	
Chas. C. Spellman)	

Walstein B. Goodyear
appointed janitor
of Hall of Records,
member of county
police.

May 29, 1907.

Walstein B. Goodyear is promoted and appointed janitor of the Hall of Records, at a salary of \$75.00 a month, commencing June 1st, and is also appointed a member of the county police.

April Meeting, 1907.

Arthur E. Bates was appointed assistant superintendent of the Hampden County Truant School.

Arthur E. Bates
appointed.

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, begun and holden at Springfield, within and for said County, on the 5th day of June, A.D. 1907.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of Robert E. Lee of Springfield from the Hampden County Truant School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Springfield, after due notice and hearing it is considered and adjudged by said commissioners that it will be for the best interest of the said Robert E. Lee to be at liberty.

And thereupon said commissioners order that he be released forthwith, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following conditions:

That he conform to the school regulations of the city of Springfield.

Robert O. Morris, Clerk.

Released from Truant School on
parole
Robert E. Lee

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, begun and holden at Springfield, within and for said County, on the 5th day of June, A.D. 1907.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of James Dutton of Springfield from the Hampden County Truant School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Springfield, after due notice and hearing it is considered and adjudged by said commissioners that it will be for the best interest of the said James Dutton to be at liberty.

And thereupon said commissioners order that he be released forthwith, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following conditions:

That he comply with the school regulations of the city of Springfield.

Robert O. Morris, Clerk.

Released from Truant School on
parole
James Dutton

Accounts\$19,303.41

Sundry accounts, being presented, are allowed, and the same, amounting to the sum of nineteen thousand, three hundred and three dollars and forty-one cents, are ordered to be paid from the county treasury.

Hampden, ss: June 18th, 1907.

Judgment is entered up according to reports &c. and all matters not acted upon are ordered to be continued and this meeting is adjourned without day.

Attest:-

Robert O. Morris

Clerk.



HALL OF JUSTICE
50 STATE STREET
SPRINGFIELD, MA 01103-2021

The Commonwealth of Massachusetts
COUNTY OF HAMPDEN
REGISTER OF DEEDS
DONALD E. ASHE

TELEPHONE
(413) 755-1722 / 784-0479
FAX (413) 731-8190

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intentionally left blank

The Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners begun and holden at Springfield, within and for said county of Hampden, on the fourth Tuesday of June, being the twenty-fifth day of said month and by adjournment on the third, eighth, ninth, twelfth, thirteenth and thirtieth days of July, and by adjournment on the seventh, seventeenth, twenty-second and twenty-seventh days of August, and by adjournment on the fourth, fourteenth, seventeenth and twenty-fourth days of September, in the year of our Lord one thousand nine hundred and seven.

Present,

James M. Sickman, Esq., Chairman)	County Commissioners.
Charles H. Nutting, Esq.	
Charles C. Spellman, Esq.	

Holland, Mass., May 30th, 1907.

To the Honorable Board of County Commissioners, Springfield, Mass.

Gentlemen:-

We, the undersigned Selectmen of Holland, Mass., hereby petition your board that a certain piece of road leading to Union, Conn. may be discontinued. Briefly described as follows: this road laid out by County Commissioners about 1843 leading from Holland to Union. Union having thrown up their end which joins Massachusetts leaves about 1/4 of a mile in Holland with no house situated thereon, nor, is there any fields to be entered which would be cut off by this discontinuation.

Lewis M. Howlett)	Selectmen of Holland
Loring C. Howlett)	
Henry E. Vinton)	

The foregoing petition was entered at a meeting of the County Commissioners holden at Springfield, within and for said county, on the second Tuesday of April, in the year of our Lord one thousand nine hundred and seven, and was continued to this meeting, and due proceedings having been had thereon, the County Commissioners file the following report of discontinuance, to wit:-

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. August 17, 1907.

On the petition of the Selectmen of Holland, praying for the discontinuance of a certain piece of road in said Holland.

It appearing that all persons and corporations interested therein had been duly notified of the time and place of meeting, the said County Commissioners did, on the tenth day of August, A.D. 1907, view said highway and hear all parties interested, and did adjudge that common convenience and necessity required that said highway should be discontinued.

Selectmen of Holland,
Petrs. for discontinuance of highway
leading to Union.

And now said Commissioners discontinue said highway in the manner following:-

The highway being a piece of road, about 1/4 of a mile long, laid out by County Commissioners about 1843, leading from Holland, in said county, to Union, Connecticut.

J. M. Sickman	}	County Commissioners.
G. H. Nutting		
Chas. C. Spellman		

Hampden, ss: County Commissioners' Meeting. August 17, 1907.

The foregoing report is filed and accepted, and thereupon it is ordered that the same be recorded.

Attest:-

Robert O. Morris, Clerk.

John W. Phelon et
als. Petrs. for lo-
cation of road in
Southwick and West-
field.

Granville Center, Mass.

June 28th, 1907.

We, the inhabitants of the Towns of Granville, Southwick and Westfield petition to the Board of County Commissioners to view, lay out and order built, if in their judgment they think best, a highway to commence near Clifford Kelloggs in Southwick and to end at Cranes lower mill in Westfield, this will save one mile in distance or more.

John W. Phelon and others, Petitioners.

The foregoing petition was entered at this meeting and due proceedings having been had thereon, it is now ordered that said petition be dismissed without prejudice.

Peter Kronvall a-
warded contract
for removing Offal
at Jail.

July 3, 1907.

Peter Kronvall was awarded the contract for removing the Offal from the Jail for the year commencing July 8, 1906, for one hundred and thirty-two dollars (\$132.) payable in advance.

William McGee re-
leased from Tru-
ant School on
parole.

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the 3rd day of July A.D. 1907.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of William

McGee of Springfield, from the Hampden County Truant School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Springfield, after due notice and hearing, it is considered and adjudged by said commissioners that it will be for the best interest of the said William McGee to be at liberty.

And thereupon said Commissioners order that he be released forthwith under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of Springfield.

Robert O. Morris, Clerk.

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County on the 3rd. day of July, A.D. 1907.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of Patrick Lally of Holyoke, in said County from the Hampden County Truant School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the City of Holyoke, after due notice and hearing it is considered and adjudged by said commissioners that it will be for the best interest of the said Patrick Lally to be at liberty.

And thereupon said commissioners order that he be released forthwith, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following conditions: that he conform to the school regulations of the city of Holyoke.

Robert O. Morris, Clerk.

Patrick Lally released from Truant School on parole.

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. August 7th, 1907.

Whereas, it has been made to appear to said Commissioners that Nelson Bigness of Holyoke in said County, was sentenced to the House of Correction in said County, on the 17th day of June, 1907, by the Police Court of Holyoke and whereas it further appears that a written permit to be at liberty was issued to the said Nelson Bigness on the 30th day of July, 1907, by said Commissioners under the provisions of section 113 of Chapter 225 of Revised Laws and it further appears that said Nelson Bigness has been convicted of a crime punishable by imprisonment it is now ordered by said Commissioners that the said permit be revoked.

Order revoking permit to be at liberty,
Nelson Bigness.

J. M. Sickman)
 C. H. Nutting) County
 Chas. C. Spellman) Commissioners.

Patrick Moore re-
 leased from Truant
 School on parole.

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the seventh day of August A.D. 1907.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of Patrick Moore of Springfield, from the Hampden County Truant School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Springfield, after due notice and hearing, it is considered and adjudged by said commissioners that it will be for the best interest of the said Patrick Moore to be at liberty.

And thereupon said Commissioners order that he be released forthwith, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of Springfield.

Robert O. Morris, Clerk.

Resolutions passed
 upon the accept-
 ance of portrait of
 Hon. Oliver B.
 Morris.

To the Board of County Commissioners:-

My grandfather, Oliver B. Morris, having served this county as Register of Probate Court from 1813 to 1829, and having presided over that Court as Judge, from the latter year until 1858,

It has been suggested to me that it would be appropriate that his picture be hung in the new Probate Court room in the Hall of Records; so it gives me great pleasure to present to the county of Hampden, his portrait to be used for that purpose.

Robert O. Morris,

Springfield, Aug. 15, 1907.

WHEREAS, the Board of County Commissioners have this day received a communication from Robert O. Morris, Esq., of Springfield, presenting to the county of Hampden the portrait of his grandfather, the Honorable Oliver B. Morris, who served the county as Register of Probate from 1813 to 1829, and who presided over that court as judge from the latter date until 1858:-

It is therefore resolved that the thanks of the county be extended to the said Robert O. Morris for the gift of the portrait of the Honorable Oliver B. Morris, and that the same shall continue to hang

in the new Probate Court room in the Hall of Records, where it has been appropriately placed by the donor, that the present and future generations may be reminded of the services of an honored citizen as Judge of the Probate Court and personally identified with the public affairs of this county during his long and active life.

Resolved that the communication received from Robert O. Morris and these resolutions be spread upon the records of the county, and a copy of these resolutions be given to Robert O. Morris and the public press.

Springfield, Mass., August 17, 1907.

J. M. Sickman)
C. H. Nutting) County
Chas. C. Spellman) Commissioners.

August 17, 1907

M. A. Maynard was awarded the contract for furnishing the
Big vein for jail @ \$4.65
" " " court house, @ \$5.00
Lehigh egg & stove for truant school, @ \$6.65

M. A. Maynard
awarded contract
for furnishing Jail
Court House and
Truant School with
coal.

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting, Sept. 4, 1907.

To FRED A. BEARSE, Treasurer of Hampden County:-

You are hereby authorized to transfer from the fund for the Hall of Records in your hands as Treasurer, to the general fund, the sum of seventeen thousand dollars (\$17,000.00).

For the reason that the general fund of the County is in need of money, and this amount will not be required in the Hall of Records account until after the taxes for 1907 are due.

J. M. Sickman)
C. H. Nutting) County
Chas. C. Spellman) Commissioners.

Order for Transfer.

The sum of eight hundred and ninety-four dollars and eighty cents is allowed for damages and other expenses incurred under the Statutes relative to Dogs, and the same is ordered to be paid out of the moneys received by the County Treasurer under the provisions of said Statutes.

Allowance for
damages done to
sheep.

Accounts.\$31,042.23

Sundry accounts, being presented, are allowed, and the same amounting to the sum of thirty-one thousand and forty-two dollars and twenty-three cents are ordered to be paid from the county treasury.

Hampden, ss: September 24th, 1907.

Judgment is entered up according to reports, &c. and all matters not acted upon are ordered to be continued and this meeting is adjourned without day.

Attest:-

Robert O. Morris Clerk.



HALL OF JUSTICE
50 STATE STREET
SPRINGFIELD, MA 01103-2021

The Commonwealth of Massachusetts
COUNTY OF HAMPDEN
REGISTER OF DEEDS
DONALD E. ASHE

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intentionally left blank

TELEPHONE
(413) 755-1722 / 784-0479
FAX (413) 731-8190

The Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners begun and holden at Springfield, within and for said county of Hampden on the first Tuesday of October, being the first day of said month, and by adjournment on the second day of said month, and by adjournment on the sixth, eleventh, twenty-first and twenty-fifth days of November, and by adjournment on the fourth, seventh and ninth days of December, in the year of our Lord one thousand nine hundred and seven.

Present,

James M. Sickman, Esq., Chairman)	County Commissioners.
Charles H. Nutting, Esq.	
Charles C. Spellman, Esq.	

To the Honorable County Commissioners of the County of Hampden:

Respectfully represent the City of Holyoke and the New York, New Haven and Hartford Railroad Company that by a decree of your Honorable Board entered on the twenty-third day of March, 1907, authority was given to the City of Holyoke to lay out a way known as Jackson Street, in said Holyoke, across the location of said Railroad Company, which decree, however, did not specify the time and manner of making the alterations incident to such crossing or the structures necessary in connection therewith.

WHEREFORE your petitioners pray that your Honorable Board will reopen the proceedings in said case in order to relieve all doubts which have arisen as to said decree, particularly to secure the inclusion therein of a detailed plan for the bridge which it is desired by said City of Holyoke to construct in connection with such layout of Jackson Street, that an arrangement may be made by the parties relative to some of the details of the work to be done in connection therewith, and that such modification of said decree may be made as shall carry into effect the true intent of the parties with respect to said crossing; and for such further orders and decrees as to your Honorable Board shall seem to be required.

City of Holyoke,

by M. J. Griffin,
City Solicitor.

New York, New Haven & Hartford Railroad Co

by Walter S. Robinson,
Its Atty.

The foregoing petition was entered at this meeting and now said County Commissioners file the following decree, to wit:-

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of

City of Holyoke et al. Petrs. to reopen proceedings in case of "Mayor and Aldermen of the City of Holyoke, Petrs. for location of Jackson street underneath tracks of the Holyoke and Westfield Railroad Co."

16.

Book of plans 4,
pages 13, 14.
See County Commissioners Record
Book 14, page 169.

Hampden held at Springfield, in said County, on the seventh day of December, in the year of our Lord one thousand nine hundred and seven, on the petition of the City of Holyoke and the New York, New Haven and Hartford Railroad Company, representing that by a former decree of this Board entered on the twenty-third day of March, 1907, authority was given to the City of Holyoke to lay out a way known as Jackson Street, in said Holyoke, across the location of said Railroad Company, which decree, however, did not specify the time and manner of making the alterations incident to such crossing or the structures necessary in connection therewith; and praying that this Board should reopen the proceedings in said case in order to relieve all doubts which have arisen as to said decree, particularly to secure the inclusion therein of a detailed plan for the bridge which it is desired by said city of Holyoke to construct in connection with such layout of Jackson Street, that an arrangement may be made by the parties relative to some of the details of the work to be done in connection therewith, and that such modification of said decree may be made as shall carry into effect the true intent of the parties with respect to said crossing, and for such further orders and decrees as to this Board should seem to be required.

All persons and corporations interested therein having appeared in the case and being represented at the hearing, the said County Commissioners do now on this seventh day of December in the year one thousand nine hundred and seven, order and decree that the prayer of the present petition be granted, and that the proceedings in said case be and they are reopened for the purposes expressed in the present petition; and we do now further order and decree that the public convenience and necessity require that a public way be laid out in said Holyoke as a continuation westerly of Jackson Street across the location of the tracks of the Holyoke and Westfield Railroad Company, heretofore leased to the New Haven & Northampton Company and now operated by The New York, New Haven and Hartford Railroad Company under a lease from said New Haven & Northampton Company, and extending underneath the said tracks from the easterly line of location thereof to the westerly line of said location; the admeasurements and boundaries of said public way to conform to those of said Jackson Street as set forth in a plan marked "Proposed under-crossing of Jackson Street.

Holyoke, Mass., Holyoke Branch, Northampton Div. March, 1906.

This plan revised June 1907.", and by the following description:

The four tracks of the Holyoke & Westfield Railroad Company operated by The New York, New Haven & Hartford Railroad Company, shall be carried over said street by a 3-span steel plate girder bridge designed for four tracks, in accordance with specifications of The New York, New Haven & Hartford Railroad Company, and supported by abutments on the street line and steel columns at the curb line, giving a forty (40) ft. clear roadway between curbs and sidewalk on each side, substantially as shown on plan marked "N. Y. N. H. & H. R. R., Northampton Division, Jackson Street, Holyoke, Mass., June 1907." The depth of bridge from base of

rail to clearance line shall be 2' 6". The main track shall be raised 4 inches at the center line of the proposed street and the grade run out to Sargeant Street on the north and to South Street on the south. The two sidetracks on the westerly side and the sidetrack on the easterly side shall be placed at the same elevation as the main track and with a distance of thirteen (13) feet between the center lines and parallel with the main track. The abutments and piers supporting the bridge shall be built of concrete in accordance with the specifications of The New York, New Haven & Hartford Railroad Company. The foundations shall be carried to a sufficient depth to secure a safe footing; piles are to be used if necessary. The City of Holyoke shall make all excavation for the street and furnish materials for and do all work pertaining to the roadway, walks, curb and drainage. The New York, New Haven & Hartford Railroad Company shall furnish all the materials and do all the work in connection with changing the tracks, building the abutments and piers, including excavation for same, support the tracks during the construction, furnish and erect the steel bridge. The City of Holyoke shall pay the entire cost of the work, including the cost of land and land damages, and shall reimburse the Railroad Company for the cost of the work done by it upon the completion of the work.

The said former decree of this Board entered on the twenty-third day of March, 1907, is hereby adopted, ratified and confirmed as the order of this Board, except as hereinabove extended, supplemented or modified, and except that the two plans referred to in this decree are substituted in place of all plans heretofore filed in connection with the proceedings in said case.

James M. Sickman being a resident of Holyoke & disqualified to act on the petition, Harrison Loomis of West Springfield, Associate Commissioner acted in his place.

C. H. Nutting) County
Chas. C. Spellman) Commissioners..
Harrison Loomis) Associate Commissioner.

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the second day of October A.D. 1907.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of Albert Beaudry of Holyoke, in said county, from the Hampden County Truant School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Holyoke, after due notice and hearing, it is considered and adjudged by said commissioners that it will be for

Albert Beaudry released from Truant School on parole.

the best interest of the said Albert Beaudry to be at liberty.

And thereupon said Commissioners order that he be released forthwith, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of Holyoke.

Robert O. Morris, Clerk.

Order revoking
parole.

Robert E. Lee

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. October 2, 1907.

Whereas it appears to the satisfaction of said County Commissioners that Robert E. Lee of Springfield, in said County, a child committed to the Hampden County Truant School, by the Police Court of the City of Springfield, has violated the conditions of his parole issued to him by said Commissioners on the fifth day of June, 1907:-

It is therefore ordered that said parole be revoked and that an order issue to arrest said child and return him to said Truant School.

J. M. Sickman)	
C. H. Nutting	)	County
Chas. C. Spellman	)	Commissioners.

Released from Truant School on parole.

John T. J. Salisbury

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the sixth day of November A.D. 1907.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of John T. J. Salisbury of Springfield, from the Hampden County Truant School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Springfield, after due notice and hearing, it is considered and adjudged by said commissioners that it will be for the best interest of the said John T. J. Salisbury to be at liberty.

And thereupon said Commissioners order that he be released forthwith under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of Springfield.

Robert O. Morris, Clerk.

October Meeting, 1907

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the sixth day of November A.D. 1907.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of Roland Moriarty of Holyoke, from the Hampden County Truant School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Holyoke, after due notice and hearing, it is considered and adjudged by said commissioners that it will be for the best interest of the said Roland Moriarty to be at liberty.

And thereupon said Commissioners order that he be released forthwith, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of Holyoke.

Robert O. Morris, Clerk.

Released from Truant School on parole.

Roland Moriarty

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the sixth day of November A.D. 1907.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of Anthony Guzz of Pittsfield, from the Hampden County Truant School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Pittsfield, after due notice and hearing, it is considered and adjudged by said commissioners that it will be for the best interest of the said Anthony Guzz to be at liberty.

And thereupon said Commissioners order that he be released forthwith, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of Pittsfield.

Robert O. Morris, Clerk.

Released from Truant School on parole.

Anthony Guzz

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. November 6th, 1907.

To FRED A. BEARSE, Treasurer of Hampden County:-

You are hereby authorized to transfer from the general fund in your hands as Treasurer, to the fund for the Hall of Records, the

Order for Transfer

sum of thirty-two thousand dollars (\$32,000.00).

This transfer is to refund the amounts transferred from the Hall of Records to the general fund March 27, 1907 and September 4th, 1907.

J. M. Sickman)	
C. H. Nutting	)	County
Chas. C. Spellman	)	Commissioners.

County Treasurer
authorized to bor-
row on account of
Hall of Records.

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. November 11th, 1907.

Voted:

That Fred A. Bearse, county treasurer, be authorized to borrow on the credit of the county and on account of a building for the Registry of Deeds and for the Probate Court for the county of Hampden, under the provisions of chapter 302 of the acts of 1905, the sum of ten thousand dollars, and to execute and deliver a note to that amount payable in six months to the order of such bank, institution, corporation, or individual, as he, the said Bearse, shall elect, and to pay interest or discount thereon at a rate not exceeding six and one-fourth per cent. per annum.

J. M. Sickman)	
C. H. Nutting	)	County
Chas. C. Spellman	)	Commissioners.

County Treasurer
authorized to bor-
row on account of
Hall of Records.

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. November 11th, 1907.

Voted:

That Fred A. Bearse, county treasurer, be authorized to borrow on the credit of the county and on account of a building for the Registry of Deeds and for the Probate Court for the county of Hampden, under the provisions of chapter 302 of the acts of 1905, the sum of forty thousand dollars, and to execute and deliver a note to that amount payable in six months to the order of such bank, institution, corporation or individual, as he, the said Bearse, shall elect, and to pay interest or discount thereon at a rate not exceeding six and one-fourth per cent per annum.

J. M. Sickman)	
C. H. Nutting	)	County
Chas. C. Spellman	)	Commissioners.

October Meeting, 1907

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. December 4th, 1907.

Voted:

That Fred A. Bearse, county treasurer, be authorized to pay interest at the rate of six per cent per annum, commencing December 1st, 1907, on balance of forty thousand dollars due on a note for fifty thousand dollars to the Springfield Five Cents Savings Bank, dated June 8th, 1906.

J. M. Sickman)
C. H. Nutting) County
Chas. C. Spellman) Commissioners.

County Treasurer
ordered to pay in-
creased rate of in-
terest on note.

Commonwealth of Massachusetts.

Hampden, ss: Springfield, December 4th, 1907.

To Fred A. Bearse, County Treasurer:-

You are hereby authorized and directed to pay to the Treasurer of Hampshire county for the Mount Tom State Reservation Fund the sum of three thousand two hundred and seventy dollars.

J. M. Sickman)
C. H. Nutting) County
Chas. C. Spellman) Commissioners.

County Treasurer
ordered to pay
Hampshire County
Treasurer.

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. December 7th, 1907.

VOTED that Fred A. Bearse, county treasurer, be authorized and directed to pay the Treasurer of the Commonwealth of Massachusetts on State Highway account, interest to December 10, 1907, on the assessment of twenty-one thousand nine hundred and twenty-two dollars and twenty-one cents (\$21,922.21) for the years 1904, 1905 and 1906, being six hundred and fifty-seven dollars and sixty-seven cents (\$657.67); the annual payment of one thousand seven hundred and seventy dollars and seventy-three cents (\$1770.73) due December 10, 1907, on the assessment for the year 1904, the annual payment of one thousand four hundred and seventy-five dollars and fifty-nine cents, due December 10, 1907 on the assessment for the year 1905, and the annual payment of one thousand two hundred and forty-three dollars and fifty-six cents (\$1243.56) due December 10, 1907, on the assessment for the year 1906, amounting in all to the sum of five thousand one hundred and forty-seven dollars and fifty-five cents (\$5147.55).

J. M. Sickman)
C. H. Nutting) County Commissioners.
Chas. C. Spellman)

County Treasurer
ordered to pay
treasurer of Com-
monwealth on state
highway account.

Allowance for
damages done to
sheep.

The sum of five hundred and ninety-three dollars and seventy-five cents is allowed for damages and other expenses incurred under the Statutes relative to Dogs, and the same is ordered to be paid out of the moneys received by the County Treasurer under the provisions of said Statutes.

Accounts.

\$27,549.37.

Sundry accounts, being presented, are allowed, and the same, amounting to the sum of twenty-seven thousand, five hundred and forty-nine dollars and thirty-seven cents, are ordered to be paid from the county treasury.

Hampden, ss: December 9th, 1907.

Judgment is entered up according to reports &c. and all matters not acted upon are ordered to be continued and this meeting is adjourned without day.

Attest:-

Robert O Morris Clerk.

The Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners begun and holden at Springfield, within and for said county of Hampden, on the fourth Tuesday of December, being the twenty-fourth day of said December and by adjournment on the thirty-first day of said month, in the year of our Lord one thousand nine hundred and seven.

Present,

- | | |
|-----------------------------------|--------------------------|
| James M. Sickman, Esq., Chairman) | County
Commissioners. |
| Charles H. Nutting, Esq. | |
| Charles C. Spellman, Esq. | |

And by adjournment on the first, second, fourth, seventh, eleventh, thirteenth, sixteenth, twenty-second and thirtieth days of January, and by adjournment on the fifth, seventh, twelfth, twenty-first and twenty-fourth days of February, and by adjournment on the fourth, ninth, thirteenth, nineteenth and twenty-eighth days of March, and by adjournment on the first, fourth, seventh, eleventh and thirteenth days of April, in the year of our Lord one thousand nine hundred and eight.

Present,

- | | |
|--------------------------------------|--------------------------|
| Charles H. Nutting, Esq., Chairman) | County
Commissioners. |
| Charles C. Spellman, Esq. | |
| James M. Sickman, Esq. | |

James M. Sickman, of Holyoke, having been declared by the Board of Examiners elected County Commissioner for the term of three years and having been duly sworn, appears on said first day of January, and the Board, consisting of Charles H. Nutting, Charles C. Spellman and James M. Sickman, Esquires, proceed to the choice of a chairman. The whole number of votes cast is three, of which Charles H. Nutting, Esq., has two, and is chosen chairman of the Board for the year ensuing.

Russell, Mass., March 14th, 1907.

To the Honorable Board of County Commissioners of the County of Hampden:

Gentlemen:-

We, the undersigned do respectfully petition your honorable board to change a part of the location of the highway known as the "Brook Road" or "Blandford Stage Road" leading from Russell Village to Blandford Center, Beginning on the south side of the brook near the iron watering trough in Russell on said road, thence westerly on the south side of the brook to the Blandford and Russell town line and continuing into Blandford to connect with the highway just west of the first iron bridge in said Blandford, so as to do away with two bridges within a quarter of a mile, and much improve the highway at this point.

As early a consideration of the matter as meets your convenience

Selectmen of Russell et als. Petrs. for alteration of "Brook Road" or "Blandford Stage road" leading from Russell Village to Blandford Centre.

will be appreciated.

E. D. Parks	}	Selectmen of Russell and others Petitioners.
J. J. Brennan		
G. H. Allen		

The foregoing petition was entered at a meeting of the County Commissioners holden at Springfield within and for said County on the second Tuesday of April, in the year of our Lord one thousand nine hundred and seven, and was continued from meeting to meeting to this meeting, and now it is ordered that said petition be dismissed without prejudice.

Vote regarding
money held by
County Commission-
ers, under contract
made by Fosburgh
Company.

WHEREAS the County Commissioners for the county of Hampden have in their hands the sum of \$19022.78 held by them under the provisions of a certain contract made by the Fosburgh Company and the County of Hampden, dated November 9, 1905, and

WHEREAS certain sub-contractors claim to have furnished labor performed and material used in the construction of the building described in said contract and have made claim for compensation therefor, under the provisions of Chapter 349 of the Acts of 1904:-

VOTED to use and appropriate so much of said sum of \$19022.78 as it may be necessary to hold as security for and the payment and discharge of all legal claims which any person or persons may be decreed to have upon the County of Hampden under said contract or by virtue of the provisions of said Chapter 349 of the Acts of 1904.

Vote regarding
money held by
County Commission-
ers, under contract
made by Fosburgh
Company.

WHEREAS the County Commissioners for the county of Hampden have in their hands the sum of \$4581.85 held by them under the provisions of a certain contract made by the Fosburgh Company and the County of Hampden, dated June 7, 1906 and

WHEREAS certain sub-contractors claim to have furnished labor performed and material used in the construction of the building described in said contract and have made claim for compensation therefor, under the provisions of Chapter 349 of the Acts of 1904:-

VOTED to use and appropriate so much of said sum of \$4581.85 as it may be necessary to hold as security for and the payment and discharge of all legal claims which any person or persons may be decreed to have upon the County of Hampden under said contract or by virtue of the provisions of said Chapter 349 of the Acts of 1904.

December Meeting, 1907

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. December 31, 1907.

Whereas it appears to the satisfaction of said County Commissioners that John T. J. Salisbury of Springfield, in said county, a child committed to the Hampden County Truant School, by the Police Court of the City of Springfield, has violated the conditions of his parole issued to him by said Commissioners on the 6th day of November, 1907:-

It is therefore ordered that said parole be revoked and that an order issue to arrest said child and return him to said Truant School.

J. M. Sickman)
C. H. Nutting) County
Chas. C. Spellman) Commissioners.

Order revoking
parole.

John T. J. Salisbury.

All votes and decisions of the County Commissioners, during the calendar year 1907, were unanimous.

Votes and Decisions unanimous.

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. January 4th, 1908.

VOTED:

That Fred A. Bearse, county treasurer, be authorized to pay interest at the rate of six per cent per annum, commencing December 1st, 1907, on a note for fifty thousand dollars to the Springfield Five Cents Savings Bank, dated February 8th, 1907.

C. H. Nutting)
Chas. C. Spellman) County
J. M. Sickman) Commissioners.

County Treasurer
authorized to pay
increased rate of
interest on note.

Commonwealth of Massachusetts.

Hampden, ss: Springfield, January 4, 1908.

Whereas in the judgment of the County Commissioners the interests of the County of Hampden demand an expenditure in excess of the amount authorized by law for clerical assistance in county offices, in said County, said County Commissioners hereby authorize the County Treasurer to transfer from the account for repairing, furnishing and improving county buildings the sum of seven hundred and fifty-nine dollars and eighty cents (\$759.80) in addition to the amount authorized by law for the purpose aforesaid.

Order for Transfer.

The reason for such transfer is that the appropriation authorized for the purpose aforesaid is exhausted.

C. H. Nutting)	
Chas. C. Spellman	)	County
J. M. Sickman	)	Commissioners.

Order for Transfer

Commonwealth of Massachusetts.

Hampden, ss:

Springfield, January 4, 1908.

Whereas in the judgment of the County Commissioners the interests of the County of Hampden demand an expenditure in excess of the amount authorized by law for salaries, care and support of prisoners, in said County, said County Commissioners hereby authorize the County Treasurer to transfer from the account for repairing, furnishing and improving county buildings the sum of five hundred and seventy-three dollars and nine cents (\$573.09) in addition to the amount authorized by law for the purpose aforesaid.

The reason for such transfer is that the appropriation authorized for the purpose aforesaid is exhausted.

C. H. Nutting)	
Chas. C. Spellman	)	County
J. M. Sickman	)	Commissioners.

Order for Transfer

Commonwealth of Massachusetts.

Hampden, ss:

Springfield, January 4, 1908.

Whereas in the judgment of the County Commissioners the interests of the County of Hampden demand an expenditure in excess of the amount authorized by law for care, fuel, lights, and supplies in county buildings, other than jails and houses of correction in said County, said County Commissioners hereby authorize the County Treasurer to transfer from the account for repairing, furnishing and improving county buildings the sum of four hundred and thirty-two dollars and two cents (\$432.02) in addition to the amount authorized by law for the purpose aforesaid.

The reason for such transfer is that the appropriation authorized for the purpose aforesaid is exhausted.

C. H. Nutting)	
Chas. C. Spellman	)	County
J. M. Sickman	)	Commissioners.

HAMPDEN COUNTY COMMISSIONERS' REPORT FOR 1907.

The eleventh annual report of the County Commissioners made under the provisions of chapter 21, section 25, of the Revised Laws, referring the taxpayers to the County Treasurer's report for specific details.

The following petitions were dismissed without prejudice.

John O. Roberts and others for alteration of highways in Westfield and Southwick.

Mayor and Aldermen of Springfield, for extension of Water street.

H. A. Lakin and others for relocation of portion of Old Mountain Road in Russell.

John C. Wright and others for relocation of South street in Agawam.

Selectmen of Russell and others for alteration of Brook Road or Blandford Stage Road leading from Russell village to Blandford centre.

John W. Phelon and others for location of road in Southwick and Westfield.

The petition of the Mayor and Aldermen of the city of Springfield for extension of public way across tracks of the Boston and Maine Railroad Company was dismissed for want of proper notice, and without prejudice.

On the petition of the Mayor and Aldermen of the city of Holyoke, Jackson street was ordered to be extended underneath the tracks of the Holyoke and Westfield Railroad Company. The city of Holyoke was ordered to pay the entire cost of the work, including the cost of land and land damages, and to reimburse the railroad company for the cost of the work done by it upon the completion of the work.

The City of Springfield was authorized to lay out a highway, as prayed for by the Mayor and Aldermen of said city, across the tracks of the Connecticut River Railroad Company, by overhead crossing, in such manner as not to injure or obstruct said railroad, and otherwise in conformity with the provisions of the statutes of the Commonwealth relating thereto.

The Springfield Gas Light Company, petitioner, was specially authorized to construct its private railroad over Howard and Bliss streets in Springfield, at grade.

Upon the petition of the Selectmen of Holland, a piece of road about one-quarter of a mile long, laid out by the County Commissioners about 1843, leading from Holland, to Union, Connecticut, was discontinued.

We have viewed the premises and heard the parties in the following petitions, but have taken no final action.

S. S. Bodurtha and others for relocation of Adams street in Agawam.

J. L. Fuller and others, for relocation of Palmer and Brimfield highway in Monson.

Geo. E. Whipple and others for location, alteration or relocation of Main street, between Elm street and Taylor avenue, Westfield.

H. M. Bliss and others for relocation of highways in Springfield and Wilbraham.

Annual Report of
County Commissioners
for the year, 1907.

Including Appraisal
of county property.

On the petition of the Selectmen of Agawam for repairs at the Hartford and Connecticut Western Railroad crossing, we appointed a time for hearing, which was adjourned.

The Superior Court has assessed the cost and expense for the construction of the Chicopee and West Springfield bridge, including the interest on money borrowed therefor, as provided by the acts of 1904, chapter 398, section 3.

The Hall of Records was occupied July first, but was not completed until about the first of December.

No land damages have been ordered paid during the year.

No suits have been brought against the county during the past year no highways have been laid out by the Commissioners under the provisions of law authorizing the assessment of betterments, and no sums have been reimbursed the county as betterments.

No applications have been made to the Massachusetts Highway Commission.

For cost and construction of state highways in this county, reference may be had to the following tables:

HAMPDEN COUNTY

Amounts expended for Repair and Maintenance of State Highways to December 1, 1907.

Town-City	Expended 1894-1906	Expended 1907	Totals..
Agawam,	\$ 87.92	\$ 451.33	\$539.25
Brimfield,	1592.63	188.38	1781.01
Chester,	1641.32	337.12	1978.44
Chicopee,	7296.98	288.17	7585.15
East Longmeadow,	34.15	50.84	84.99
Monson,	985.80	146.43	1132.23
Palmer,	1259.48	393.08	1652.56
Russell,	10831.33	1189.65	12020.98
Wales,	248.69	40.57	289.26
Westfield,	6283.58	679.80	6963.38
West Springfield,	1191.96	130.74	1322.70
Wilbraham,	1856.77	593.07	2449.84
Totals,	\$33310.61	\$4489.18	\$37799.79

HAMPDEN COUNTY

Amounts expended under the "Small Town Acts to December 1, 1907.

Town or City	Expended previous to 1907.	Expended 1907	Amounts
Blandford,	\$3444.00	---	\$3444.00
East Longmeadow,	680.00	---	680.00
Granville,	2700.00	---	2700.00
Hampden,	1480.00	528.00	2008.00
Longmeadow,	1200.00	---	1200.00
Montgomery,	808.00	---	808.00
Southwick,	600.00	1392.36	1992.36
Tolland,	748.00	1294.06	2042.06
Totals,	\$11660.00	\$3214.42	\$14874.42

HAMPDEN COUNTY

Showing lengths laid out, lengths constructed and amounts expended to
December 1, 1907.

Town-City	Lengths laid out		Total	Lengths constructed		Total
	1894-1906	1907		1894-1906	1907	
Agawam,	9469	2277	11746	9469	2031	11500
Brimfield,	20945	--	20945	20945	--	20945
Chester,	17131	--	17131	17131	--	17131
Chicopee,	16710	3832	20542	16610	3390	20000
E. Longmeadow,	5500	--	5500	5500	--	5500
Monson,	7012	--	7012	7012	--	7012
Palmer,	27771	--	27771	22388	5383	27771
Russell,	35189	--	35189	35189	--	35189
Wales,	5493	--	5493	5493	--	5493
Westfield,	30667	--	30667	30667	--	30667
W. Springfield,	12054	--	12054	12054	--	12054
Wilbraham,	25428	--	25428	25428	--	25428
Total (feet)	213369	6109	219478	207886	10804	218690
Total (miles)	40.41	1.16	41.57	39.37	2.05	41.42

*EXPENDED.

Town-City	1894-1906	1907	Total
Agawam,	\$16859.99	\$5491.73	\$22351.72
Brimfield,	24901.63	--	24901.63
Chester,	92596.13	19.90	29616.03
Chicopee,	40432.25	10037.18	50469.43
E. Longmeadow,	10086.18	--	10086.18
Monson,	12400.41	--	12400.41
Palmer,	39848.03	11361.56	51209.59
Russell,	84351.51	18.75	84370.26
Wales,	3962.60	--	3962.60
Westfield,	45735.85	116.90	45852.75
W. Springfield,	19394.67	336.32	19730.99
Wilbraham,	48440.52	--	48440.52
	376009.77	27382.34	403392.11

* Exclusive of repairs and maintenance.

The sum of \$5,147.55 was paid to the Commonwealth on account of construction of state highways, making the whole amount repaid \$81,010.52 and \$26,203.82 still due.

The sum of \$16,707.39 was expended upon county buildings for repairs and furnishings, \$11,061.38 of which was for furnishing the Hall of Records and \$4,615.92 for repairs done by day work.

The sum of \$18,384.17 was paid for building county buildings, \$9,825.57 of which was for the addition to the jail and \$8,558.60 on account of the boiler plant.

The following transfers were made to meet the expenditures which exceeded appropriations: From the account for repairing, furnishing and improving county buildings, to the amount authorized by law for clerical assistance in county offices seven hundred and fifty-nine dollars and eighty cents; for salaries, care and support of prisoners five hundred and seventy-three dollars and nine cents; and for care, fuel, lights and supplies in county buildings, other than jails and houses of correction, four hundred and thirty-two dollars and two cents. And the sum of four thousand six hundred and sixty-four dollars and eighty-four cents was transferred from the general fund to the account for the reduction of the county debt.

The following are the salaries of county officials prescribed by law:

Sheriff,	\$2,000.00
Clerk of Courts,	3,500.00
Assistant Clerk,	2,000.00
County Treasurer,	2,000.00
Register of Deeds,	2,800.00
Assistant Register of Deeds,	1,400.00
County Commissioners,	3,600.00

The following are the salaries of the county officials not prescribed by law:-

At the Court House.

Messenger,	\$1,200.00	Engineer,	\$1,200.00
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Hall of Records.

Janitor,	900.00
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At the Jail.

Jailer,	\$1,000.00	Watchman,	\$ 720.00
Turnkey,	1,080.00	Watchman,	720.00
Assistant Turnkey,	900.00	Engineer,	1,020.00
First Keeper,	780.00	Steward,	780.00
Second Keeper,	780.00	Shop Foreman,	840.00
Third Keeper,	720.00	Matron,	240.00
Fourth Keeper,	720.00	Physician,	300.00
Fifth Keeper,	720.00	Chaplains,	300.00
Watchman,	720.00	Instructor of Industries,	1,296.00
Stenographer,	720.00		

At the Truant School.

Superintendent,	\$1,200.00	Assistant Superintendent,	480.00
Teacher,	480.00		

The following is a list of the assets of the county of Hampden, December 31, 1907.

Court House building and lot,	\$266,000.00
Hall of Records and lot,	180,000.00
Law Library (11,066 volumes),	25,000.00
Furniture and other property, Court House and Hall of Records,	30,000.00
Jail and House of Correction buildings and lot,	285,000.00
Furniture and other property, Jail and House of Correction	10,000.00
Truant School buildings and lot,	25,000.00
Furniture and other property, Truant School,	3,000.00
Furniture and other property, District Courts,	1,500.00
Sinking Fund, Hampden County,	391.83

C. H. Nutting	}	County Commissioners.
Chas. C. Spellman		
J. M. Sickman		

Thomas Crane released from Truant School on parole.

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the eleventh day of January A.D. 1908.

Voted: A request having been made to the County Commissioners of

the County of Hampden by Erwin G. Ward for the release of Thomas Crane of Springfield, from the Hampden County Truant School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Springfield, after due notice and hearing, it is considered and adjudged by said commissioners that it will be for the best interest of the said Thomas Crane to be at liberty. And thereupon said Commissioners order that he be released forthwith under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of Springfield.

Robert O. Morris, Clerk.

Estimate by the County Commissioners of the County of Hampden of the Receipts and Expenditures of said County for the Year ending Dec. 31, 1908. Also, Statement showing the Unappropriated Balance in the County Treasury at the closing of the Treasurer's Books for the Year 1907.

County Estimate

ESTIMATED RECEIPTS.

1. Interest,	1000.
2. Clerk of courts and registers of deeds,	12000.
3. District and police courts,	2000.
4. Jails and houses of correction,	5000.
5. Fines, costs and fees,	1000.
7. Truant schools,	2000.
8. Miscellaneous,	100.
	<u>23100.</u>

STATEMENT SHOWING ESTIMATED TOTAL AMOUNT AVAILABLE.

Balance in Treasury at the closing of the books for
the year 1907

\$89292.85

Boiler Plant \$ 3,956.85

Hall of Records, 20,376.58

(a) Less special appropriations, \$24333.43

(b) Less money held for dog account, 12575.20

Total (a) and (b), 36908.63

Net balance in Treasury, unappropriated;

add to estimated receipts above,

\$52384.22

Estimated total amount available,

75484.22

ESTIMATED EXPENDITURES FOR 1908.

Items.	
1. Interest on county debt,	16000.
2. Reduction of county debt,	10000.
3. Salaries of county officers and assistants, fixed by law, ..	18000.
4. Clerical assistance in county offices,	9500.
5. Salaries and expenses, district and police courts,	26000.
6. Salaries of jailers, masters and assistants, and support of prisoners in jails and houses of correction,	30000.
7. Criminal costs in superior court,	5000.
8. Civil expenses in supreme and superior courts,	18000.
9. Trial justices,	500.
10. Transportation of county commissioners,	300.
11. Medical examiners, inquests and care of the insane,	6000.
12. Auditors, masters and referees,	4000.
13. Building county buildings,	30000.
14. Repairing, furnishing and improving county buildings	35000.
15. Care, fuel, lights and supplies in county buildings, other than jails and houses of correction,	14000.
16. Highways, bridges, and land damages,	16000.
17. Law libraries,	2500.
18. Truant schools,	7000.
19. Miscellaneous and contingent expenses,	8284.22
20. Maintenance Mt. Tom Reservation	3400.
Totals,	259484.22

Items.	Appropriation for 1907.	Expenditures 1907.
1. Interest on county debt,	15000.	13801.13
2. Reduction of county debt,	10000.	10000.
3. Salaries of county officers and assist ants, fixed by law,	18000.	17363.20
4. Clerical assistance in county offices,	7500.	8259.80
5. Salaries and expenses, district and police courts,	26000.	24514.95
6. Salaries of jailers, masters and assist- ants, and support of prisoners in jails and houses of correction,	28000.	28573.09
7. Criminal costs in superior court,	5000.	4450.88
8. Civil expenses in supreme and superior courts,	16000.	15964.88
9. Trial justices,	500.	375.
10. Transportation of county commissioners,	300.	85.35
11. Medical examiners, inquests and care of the insane,	6000.	5655.92
12. Auditors, masters and referees,	4000.	2344.35
13. Building county buildings,	25000.	18384.17
14. Repairing, furnishing and improving county buildings	30000.	16707.39
15. Care, fuel, lights and supplies in county buildings, other than jails and houses of correction,	12500.	12932.02
16. Highways, bridges, and land damages, .	18000.	6544.71
17. Law libraries,	2500.	2290.30
18. Truant schools,	6000.	5600.65
19. Miscellaneous and contingent expenses,	8500.	7295.84
20. Maintenance Mt. Tom Reservation	3400.	3270.
Totals		

Items.	Due and Unpaid in 1907.
16.Highways, bridges and land damages,	43.66
C. H. NUTTING, Chairman.	

January 13, 1908, Ordered, That Michael J. Landers of Chicopee, be appointed to investigate cases of damages done by dogs as required under the provisions of chapter 102 section 155, Revised Laws.

Michael J. Landers,
appointed to in-
vestigate cases of
damage to sheep.

Commonwealth of Massachusetts.
Hampden, ss: County Commissioners' Meeting. January 16 th, 1908.
Whereas it appears to the satisfaction of said County Commissioners that Albert Beaudry of Holyoke, in said county, a child committed to the Hampden County Truant School, by the Police Court of the City of Holyoke, has violated the conditions of his parole issued to him by said Commissioners on the 2nd day of October, 1907:-
It is therefore ordered that said parole be revoked and that an order issue to arrest said child and return him to said Truant School.
C. H. Nutting)
Chas. C. Spellman) County
J. M. Sickman) Commissioners.

Order revoking pa-
role,
Albert Beaudry.

Commonwealth of Massachusetts.
Hampden, ss: County Commissioners' Meeting. January 16th, 1908.
Whereas, it has been made to appear to said Commissioners that Fred Wilcox of Chicopee, in said county, was sentenced to the House of Correction in said county, on the 21st day of August, 1906, by the Police Court of Chicopee for said county and whereas it further appears that awritten permit to be at liberty was issued to the said Fred Wilcox on the 28th day of December, 1907 by said Commissioners under the provisions of section 113 of chapter 225 of the Revised Laws and it further appears that said FredWilcox has been convicted of a crime punishable by imprisonment it is now ordered by said Commissioners that the said permit be revoked.
C. H. Nutting)
Chas. C. Spellman) County
J. M. Sickman) Commissioners.

Order revoking per-
mit to be at
liberty,
Fred Wilcox.

Vote

March 4th, 1908. Voted: That the firm of Kirkham and Parlett be employed to design and execute alterations and additions to the Hampden County Court House, as approved by the County Commissioners, their compensation not to exceed five per cent of the complete cost of construction and furnishings.

Released from Hampden County Training School, on parole.

Edward Bresnahan

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the twenty-eighth day of March A.D. 1908.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of Edward Bresnahan of Holyoke, from the Hampden County Training School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Holyoke, after due notice and hearing, it is considered and adjudged by said commissioners that it will be for the best interest of the said Edward Bresnahan to be at liberty.

And thereupon said Commissioners order that he be released forthwith, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of Holyoke.

Robert O. Morris, Clerk.

Vote regarding truants from Berkshire County.

Voted that it is for the best interests of the County of Hampden to terminate the arrangement concerning truants, made with the County of Berkshire by memorandum dated August 18, 1896 and that the following notice of intention to terminate said arrangement be given to the County Commissioners of the County of Berkshire.

To the County Commissioners of the County of Berkshire:

WHEREAS in a certain memorandum of an arrangement made on the eighteenth day of August, 1896, by and between the County Commissioners of the County of Berkshire and the County Commissioners of the County of Hampden for the confinement, discipline and instruction of children convicted in the county of Berkshire of truancy, in the truant school of the County of Hampden, it was thereby provided that said arrangement should continue until either party shall have given the other notice in writing of its intention to terminate it six months after the date of said notice:

You are hereby notified that it is the intention of the County

Commissioners of the County of Hampden to terminate the said arrangement six months from the date hereof.

Springfield, Mass., March 28, 1908.

Yours Respectfully,

C. H. Nutting	}	County
Chas. C. Spellman		Commissioners of the
J. M. Sickman		County of Hampden.

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the first day of April A.D. 1908.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of Andrea Yunaco of West Springfield, from the Hampden County Training School, a notice and opportunity to be heard having been given to the School Committee of the town of West Springfield, after due notice and hearing, it is considered and adjudged by said commissioners that it will be for the best interest of the said Andrea Yunaco to be at liberty.

And thereupon said Commissioners order that he be released forthwith, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the town of West Springfield.

Robert O. Morris, Clerk.

Released from the
Hampden County
Training School,
on parole,
Andrea Yunaco

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the first day of April A.D. 1908.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of Samuel Romeo of Pittsfield, from the Hampden County Training School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Pittsfield, after due notice and hearing, it is considered and adjudged by said commissioners that it will be for the best interest of the said Samuel Romeo to be at liberty. And thereupon said Commissioners order that he be released forthwith, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of

Released from the
Hampden County
Training School,
on parole,
Samuel Romeo

Pittsfield.

Robert O. Morris, Clerk.

Allowance for
damages done to
Sheep.

The sum of two hundred and forty-nine dollars and twenty-five cents is allowed for damages and other expenses incurred under the Statutes relative to Dogs, and the same is ordered to be paid out of the moneys received by the County Treasurer under the provisions of said Statutes.

Land Damages

\$275.

The following persons are allowed the sum set against their names for damages to lands taken for highways, amounting to the sum of two hundred and seventy-five dollars, and the same are ordered to be paid from the County Treasury.

To Ludlow Manufacturing Associates on petition of H. M. Bliss et als. \$250.

Gideon Monnette

25.

Accounts

\$34,531.91

Sundry accounts being presented, are allowed, and the same amounting to the sum of thirty-four thousand, five hundred and thirty-one dollars and ninety-one cents are ordered to be paid from the county treasury.

Hampden, ss: April 13th, 1908.

Judgment is entered up according to reports &c. and all matters not acted upon are ordered to be continued and this meeting is adjourned without day.

Attest:-

Robert O. Morris Clerk.

The Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners begun and holden at Springfield, within and for said county of Hampden on the second Tuesday of April, being the fourteenth day of said April, and on the seventeenth, twenty-eighth and thirtieth days of said April, and by adjournment on the sixth, twenty-fifth and twenty-sixth days of May, and by adjournment on the third, thirteenth and twentieth days of June, in the year of our Lord one thousand nine hundred and eight.

Present,

Charles H. Nutting, Esq., Chairman	)	County
Charles C. Spellman, *	)	Commissioners.
James M. Sickman, *)	

Russell, Mass., March 14, 1908.

To the Honorable Board of County Commissioners of the County of Hampden:

Respectfully represents the Selectmen of the Town of Russell, in said County, that because of the loss of a highway bridge in said town across the Westfield river, which was destroyed by flood and ice-jam on February 15, 1908, it becomes necessary for the accommodation of the traveling public to establish and operate a ferry near the location of said highway bridge.

Wherefore your petitioners pray your Honorable Board to view the place and determine the necessity of establishing a ferry and if your Honorable Board determines that a ferry is necessary you will make such orders and decrees in the premises as may seem proper.

Your petitioners further pray that if your Honorable Board shall determine that the establishment of a ferry is necessary that you will license one Frank A. Hathaway of said Russell to keep and operate said ferry.

Your petitioners request that being a public way prior to the loss of said bridge and now so far as the same can be used that it may be operated with out charge for fares or tolls.

E. D. Parks	)	Selectmen
J. J. Brennan	)	of
G. H. Allen	)	Russell

by Leonard F. Hardy,
town attorney.

The foregoing petition was entered at a meeting of the County Commissioners, holden at Springfield, within and for said county, on the fourth Tuesday of December, in the year of our Lord one thousand nine hundred and seven, and was continued to this meeting and due proceedings having been had thereon, the County Commissioners file the following decree, to wit:-

Selectmen of Russell, Petrs. to establish ferry.

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the county of Hampden, held April seventeenth, 1908, at the court-house, in Springfield, at eleven o'clock, A.M., on the petition of the Selectmen of the town of Russell for the establishment of a ferry across the Westfield river in said town, it appearing that due notice had been given as ordered, after hearing and consideration,

IT IS ORDERED that a ferry be established across the Westfield river in said Russell at the place designated in said petition for foot passengers only, and no person appearing to keep said ferry for the profit thereof, that the town of Russell shall provide a person to keep said ferry at said place, whenever said river is passable for boats, between the hours of six o'clock A.M. and nine o'clock P.M. of each day and that no tolls be charged therefor; and that Frank A. Hathaway of said Russell is licensed to keep said ferry from the seventeenth day of April, 1908 to the seventeenth day of April 1909, upon the filing with the County Commissioners of a satisfactory bond.

James M. Sickman being unable to attend, Harrison Loomis was called in and acted as a member of the Board.

C. H. Nutting) County
Chas. C. Spellman) Commissioners.
H. Loomis) Associate Commissioner.

County Tax assessed.

In conformity with a resolve of the General Court, passed at their present session granting a tax of one hundred and eighty-four thousand dollars (\$184,000.00) for the County of Hampden, the same is apportioned upon the several cities and towns in said County, in manner following,

Agawam,	1,826.39
Blandford,	465.55
Brimfield,	429.73
Chester,	716.23
Chicopee,	11,531.35
East Longmeadow,	716.23
Granville,	465.55
Hampden,	393.92
Holland,	107.43
Holyoke,	45,480.76
Longmeadow,	1,145.97
Ludlow,	3,079.79
Monson,	2,112.88
Montgomery,	143.24
Palmer,	4,010.89
Russell,	644.60
Southwick,	680.42
Springfield,	92,465.60
Tolland,	179.05
Wales,	322.30
West Springfield,	6,302.84
Westfield,	9,669.13
Wilbraham,	1,110.15
	<u>\$184,000.00</u>

And warrants have been issued dated May sixth, nineteen hundred and eight, directed to the Selectmen or Assessors of the several towns and

cities in said County directing them to assess the same upon the inhabitants of their respective towns and cities, and requiring their Collectors or Constables to collect the same, and to cause the amount so collected to be paid into the County Treasury.

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the sixth day of May A.D. 1908.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of Frank Martelle of Springfield, Mass. from the Hampden County Training School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Springfield, after due notice and hearing, it is considered and adjudged by said commissioners that it will be for the best interest of the said Frank Martelle to be at liberty. And thereupon said Commissioners order that he be released forthwith, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of Springfield.

Robert O. Morris, Clerk.

Released from the
Hampden County
Training School on
parole,
Frank Martelle.

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the sixth day of May, A.D. 1908.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of John Tomaski of Holyoke, Mass., from the Hampden County Training School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Holyoke, after due notice and hearing, it is considered and adjudged by said commissioners that it will be for the best interest of the said John Tomaski to be at liberty. And thereupon said Commissioners order that he be released forthwith, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of Holyoke.

Robert O. Morris, Clerk.

Released from the
Hampden County
Training School on
parole,
John Tomaski.

County Treasurer
authorized to borrow on a/c of Hall of Records.

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. May 6 th, 1908.

Voted:

That Fred A. Bearse, county treasurer, be authorized to borrow on the credit of the county and on account of a building for the Registry of Deeds and for the Probate Court for the county of Hampden, under the provisions of chapter 302 of the acts of 1905, the sum of ten thousand dollars (\$10,000.00) and to make, execute and deliver a note or notes to that amount, payable on demand, to the order of such bank, institution, corporation or individual, as he, the said Bearse, shall elect, and to pay interest or discount thereon at a rate not exceeding four and three-quarters per cent per annum.

C. H. Nutting) County
Chas. C. Spellman } Commissioners.

County Treasurer
authorized to borrow on a/c of Hall of Records.

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. May 6 th, 1908.

Voted:

That Fred A. Bearse, county treasurer, be authorized to borrow on the credit of the county and on account of a building for the Registry of Deeds and for the Probate Court for the county of Hampden, under the provisions of chapter 302 of the acts of 1905, the sum of forty thousand dollars (\$40,000.00) and to make, execute and deliver a note or notes to that amount, payable in four months, to the order of such bank, institution, corporation or individual, as he, the said Bearse, shall elect, and to pay interest or discount thereon at a rate not exceeding four per cent per annum.

C. H. Nutting) County
Chas. C. Spellman } Commissioners.

Halstead & Pierson
awarded contract
for furnishing the
Jail and Court
House with coal.

May 6, 1908.

Halstead & Pierson were awarded the contract for furnishing the

Carbon Forge coal for court house and jail

600 tons @ \$4.10 gross ton,
F. O. B. cars, county jail track.

175 tons @ \$4.50 gross ton,
delivered in bins at court house.

April Meeting, 1908.

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the twenty-sixth day of May A.D. 1908.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of Frank Jurusik of Chicopee, from the Hampden County Training School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Chicopee, after due notice and hearing, it is considered and adjudged by said commissioners that it will be for the best interest of the said Frank Jurusik to be at liberty.

And thereupon said Commissioners order that he be released forthwith, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of Chicopee.

Robert O. Morris, Clerk.

Released from
Hampden County
Training School,
on parole,
Frank Jurusik.

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the twenty-sixth day of May A.D. 1908.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of Thomas Perault of Pittsfield, from the Hampden County Training School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Pittsfield, after due notice and hearing it is considered and adjudged by said commissioners that it will be for the best interest of the said Thomas Perault to be at liberty.

And thereupon said Commissioners order that he be released forthwith, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of Pittsfield.

Robert O. Morris, Clerk.

Released from
Hampden County
Training School,
on parole,
Thomas Perault

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the twenty-sixth day of May A.D. 1908.

Released from
Hampden County
Training School,
on parole,
Richard Cronin.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward, for the release of Richard Cronin of Pittsfield, from the Hampden County Training School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Pittsfield, after due notice and hearing, it is considered and adjudged by said commissioners that it will be for the best interest of the said Richard Cronin to be at liberty.

And thereupon said Commissioners order that he be released forthwith, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of Pittsfield.

Robert O. Morris, Clerk.

Released from
Hampden County
Training School,
on parole,
William F. Newell

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the third day of June A.D. 1908.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of William F. Newell of said Springfield, from the Hampden County Training School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Springfield, after due notice and hearing, it is considered and adjudged by said commissioners that it will be for the best interest of the said William F. Newell to be at liberty. And thereupon said Commissioners order that he be released forthwith, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of Springfield.

Robert O. Morris, Clerk.

Accounts.

\$14,964.62.

Sundry accounts being presented, are allowed and the same, amounting to the sum of fourteen thousand nine hundred and sixty-four dollars and sixty-two cents, are ordered to be paid from the county treasury.

April Meeting, 1908.

Hampden, ss: June 20th, 1908.

Judgment is entered up according to reports &c. and all matters not acted upon are ordered to be continued, and this meeting is adjourned without day.

Attest:-

Robert O Morris Clerk.



HALL OF JUSTICE
50 STATE STREET
SPRINGFIELD, MA 01103-2021

The Commonwealth of Massachusetts
COUNTY OF HAMPDEN
REGISTER OF DEEDS
DONALD E. ASHE

TELEPHONE
(413) 755-1722 / 784-0479
FAX (413) 731-8190

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intentionally left blank

The Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners begun and holden at Springfield, within and for said county of Hampden on the fourth Tuesday of June, being the twenty-third day of said month and on the twenty-seventh day of said month, and by adjournment on the first, eleventh, thirteenth, twenty-eighth and thirty-first days of July, and by adjournment on the fifth and twelfth days of August, and by adjournment on the second day of September, and by adjournment on the fifth day of October in the year of our Lord one thousand nine hundred and eight.

Present,

Charles H. Nutting, Esq., Chairman)	
Charles C. Spellman, "	)	County
James M. Sickman, "	)	Commissioners.

Peter Kronvall awarded contract for removing Offal at Jail.

July 1st, 1908.

Peter Kronvall was awarded the contract for removing the Offal from the Jail for the year commencing July 8, 1908, for one hundred and thirty-one dollars (\$131.) payable in advance.

Vote.

Voted: To expend a sum not exceeding sixty-five dollars for decorating and illuminating the court house on the Fourth of July.

Order revoking permit to be at liberty,
William A. Trask

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. July 1st, 1908

Whereas, it has been made to appear to said Commissioners that William A. Trask of Springfield, in said County, was sentenced to the House of Correction in said county, on the 28th day of December, 1907, by the Police Court of Springfield and whereas it further appears that a written permit to be at liberty was issued to the said William A. Trask on the 22nd day of June, 1908, by said Commissioners under the provisions of section 113 of Chapter 225 of Revised Laws and it further appears that said William A. Trask has been convicted of a crime punishable by imprisonment, it is now ordered by said commissioners that the said permit be revoked.

C. H. Nutting	}	County Commissioners.
Chas. C. Spellman		
J. M. Sickman		

June Meeting, 1908.

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting, July 1st, 1908.

To Fred A. Bearse, Treasurer of Hampden County,-

You are hereby authorized to transfer from the fund for the Hall of Records in your hands as Treasurer, to the general fund, the sum of fifteen thousand dollars (\$15,000.00).

C. H. Nutting)	
Chas. C. Spellman	)	County
J. M. Sickman	)	Commissioners.

Order for Transfer

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting, July 11th, 1908.

Voted:

That we recommend to the Prison Commissioners that Mrs. A. Gaines be retired on a pension under the provisions of Chap. 601 of the Acts of 1908.

C. H. Nutting)	
Chas. C. Spellman	)	County
J. M. Sickman	)	Commissioners.

Vote regarding
pension,
Mrs. A. Gaines.

The Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting, July 11th, 1908.

VOTED:

That Fred A. Bearse, County Treasurer, be authorized to borrow on the credit of the county, and in anticipation of the county tax, a sum of money not exceeding Forty Thousand Dollars (\$40,000.00) and to make, execute and deliver a note or notes to that amount, payable November fifth, 1908, to the order of such Bank, Institution, Corporation or Individual, as he, the said Bearse shall elect, and to pay interest or discount thereon at a rate not exceeding five per cent per annum.

C. H. Nutting)	
Chas. C. Spellman	)	County
J. M. Sickman	)	Commissioners.

Vote authorizing
County Treasurer
to borrow in antie-
ipation of County
Tax.

Vote directing
County Treasurer
to advertise for
sale of bonds.

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting, July 13th, 1908

VOTED:

That the County Treasurer be directed to advertise for the sale of bonds to the amount of one hundred and ten thousand (110,000.) dollars, on account of the building of the Hall of Records, as provided by chapter 302 of the statutes of 1905.

C. H. Nutting)	
Chas. C. Spellman	)	County
J. M. Sickman	)	Commissioners.

County Treasurer
authorized to bor-
row in anticipa-
tion of County
Tax.

The Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. July 21st, 1908.

VOTED:

That Fred A. Bearse, County Treasurer, be authorized to borrow on the credit of the County, and in anticipation of the county tax, a sum of money not exceeding sixty thousand dollars (\$60,000.00) and to make, execute and deliver a note or notes to that amount, payable November fifth, 1908, to the order of such Bank, Institution, Corporation, or Individual, as he, the said Bearse shall elect, and to pay interest or discount thereon at a rate not exceeding five per cent per annum.

C. H. Nutting)	
Chas. C. Spellman	)	County
J. M. Sickman	)	Commissioners.

Order revoking
permit to be at
liberty,

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. July 28th, 1908.

James H. Sullivan

Whereas, it has been made to appear to said Commissioners that James H. Sullivan, of Chicopee, in said county, was sentenced to the House of Correction in said county, on the 18th day of May, 1908, by the Police Court of Chicopee, and whereas it further appears that a written permit to be at liberty was issued to the said James H. Sullivan on the 27th day of June, 1908, by said Commissioners under the provisions of section 113 of chapter 225 of the Revised Laws, and it further appears that said James H. Sullivan has been convicted of a crime punishable by imprisonment, it is now ordered by said Commissioners, that the said permit be revoked.

Chas. C. Spellman)	
J. M. Sickman	)	County Commissioners.

June Meeting, 1908.

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. July 31st, 1908.

To Fred A. Bearse, Treasurer of Hampden County.

You are hereby authorized to transfer from the general fund in your hands as Treasurer, to the fund for the Hall of Records, the sum of eighty-two thousand dollars (\$82,000.00).

C. H. Nutting)	
Chas. C. Spellman	)	County
J. M. Sickman	)	Commissioners.

Order for Transfer

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. August 12th, 1908.

In accordance with the provisions of chapter 302 of Acts of 1905, the County Treasurer is hereby authorized and directed to issue and deliver a series of one hundred and ten bonds aggregating one hundred and ten thousand (\$110,000) dollars, numbered one (1) to one hundred and ten (110) payable ten in each year for eleven years from the date hereof, in the order of their number, with interest thereon at the rate of four (4) per cent per annum, payable semi-annually on February 15th and August 15th of each year, for the purpose of meeting expenses incurred in erecting a building for the use of the Registry of Deeds and Probate Court.

C. H. Nutting)	
Chas. C. Spellman	)	County
J. M. Sickman	)	Commissioners.

County Treasurer
authorized to issue
bonds.

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners held at Springfield, August 12th, 1908.

The County Commissioners, having invited proposals for the purchase of the \$110,000. bonds of the said county, authorized by chapter 302, of the statutes of this Commonwealth for the year 1905, by advertisements in newspapers as required by law, the bids were this day duly opened in public, and were as follows:-

Lee, Higginson & Co.	\$100.098	accrued interest
N. W. Harris & Co.	100.667	" "
E. M. Farnsworth & Co.	101.07	" "
Blake Brothers	100.21	" "
Blodgett, Merritt Co.	100.584	" "
Parkinson & Burr	100.065	" "

Record of meeting
for opening of bids

R. L. Day & Co.	\$100.34	accrued interest
Merrill, Oldham & Co.	100.279	" "
H. W. Poor & Co.	100.435	" "
W. A. Read & Co.	100.819	" "
Springfield Five Cents Savings Bank	100.95	" "
Moffat & White	101.087	" "

The proposal of Moffat & White was accepted, and the County Treasurer was authorized to deliver to the said Moffat & White said bonds upon the receipt of the amount of their offer.

Attest:-

Robert O. Morris, Clerk.

Order for Transfer

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting, Sept. 2nd, 1908.

To Fred A. Bearse, Treasurer of Hampden County,-

You are hereby authorized to transfer from the fund for the Hall of Records in your hands as Treasurer, to the general fund, the sum of twenty thousand dollars (\$20,000.00).

C. H. Nutting) County Commissioners.
Chas. C. Spellman	
J. M. Sickman	

Released from the
Hampden County
Training School,
on parole,
Patrick Connor.

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the second day of September, A.D. 1908.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of Patrick Connor of Holyoke, from the Hampden County Training School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Holyoke, after due notice and hearing, it is considered and adjudged by said commissioners that it will be for the best interest of the said Patrick Connor to be at liberty. And thereupon said Commissioners order that he be released forthwith, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of Holyoke.

Robert O. Morris, Clerk.

June Meeting, 1908.

The sum of one thousand one hundred and fifty-three dollars and three cents, is allowed for damages and other expenses incurred under the Statutes relative to Dogs, and the same is ordered to be paid out of the moneys received by the County Treasurer under the provisions of said Statutes.

Allowance for
damages done to
Sheep.

Sundry accounts, being presented, are allowed, and the same amounting to the sum of twenty-eight thousand nine hundred and thirty dollars and eighty-seven cents, are ordered, to be paid from the county treasury.

Accounts
\$28,930.87

Hampden, ss: October 5th, 1908.

Judgment is entered up according to reports &c. and all matters not acted upon are ordered to be continued and this meeting is adjourned without day.

Attest:-

Robert O. Morris Clerk.

The Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners begun and holden at Springfield, within and for said county of Hampden on the first Tuesday of October, being the sixth day of said month and on the seventh, tenth, seventeenth and twenty-fourth days of said month, and by adjournment on the fourth, sixth, seventh, tenth, fourteenth and twenty-fifth days of November, and by adjournment on the second, fifth and twelfth days of December, in the year of our Lord one thousand nine hundred and eight.

Present,

Charles H. Nutting, Esq., Chairman)- County Commissioners.
Charles C. Spellman, "	
James M. Sickman, "	

John Wilson et als.
Petrs. for relocation
of portion of Old
Belchertown Road, in
Palmer.

11

Book of plans 4
pages 26 - 28.

To the County Commissioners of the County of Hampden.

We, the undersigned, citizens of the Town of Palmer, respectfully represent that the highway in said town known as the old Belchertown Road, leading from its intersection with the main road from Three Rivers to Belchertown at a point a short distance west from the wooden bridge crossing the Chicopee River in the village of Three Rivers, and from thence in a northerly direction to the town line between Blechertown and Palmer, is ill defined. The monuments which should mark the angles of said road cannot be found, therefore your petitioners pray that your Honorable Board will view said premises and relocate said road and establish the monuments thereof, and take such other action as to you may seem proper.

Signed,-

John Wilson and others, Petitioners.

The foregoing petition was entered at a meeting of the County Commissioners holden at Springfield, within and for said County, on the fourth Tuesday of December, in the year of our Lord one thousand nine hundred and seven, and was continued from meeting to meeting to this meeting and due proceedings having been had thereon, the County Commissioners file the following location report, to wit:-

Commonwealth of Massachusetts.

Hampden, ss:- County Commissioners' Meeting. November 10th, 1908.

On the Petition of John Wilson and others, praying for a highway to be relocated in the Town of Palmer. It appearing that all persons and corporations interested therein had been duly notified of the time and place of meeting, the said County Commissioners did, on the eighteenth day of April A.D. 1908, view said highway, and hear all parties interested, and did adjudge that common convenience and necessity required that said highway should be relocated. And after adjudicating as aforesaid, said Commissioners appointed the 7th day of November, 1908

as the time when they would proceed to relocate said highway, and gave due notice as the law directs.

And now said Commissioners relocate said highway in the manner following:

Beginning at a stone bound in the easterly line of a highway as laid out by the County Commissioners in 1873 said bound being one hundred and sixty-six and fifteen one-hundredths (166.15) feet northerly measured along the easterly line of said highway from the northerly face of an old stone mill owned by the Otis Company; thence north 31° 50' east four hundred and ninety-two (492) feet to a stone bound; thence north 13° 24' east six hundred and ninety-one (691) feet to a stone bound at or near the division line of land of M. J. Royce and the Otis Company; thence north 18° 3' east two hundred and seven and five tenths (207.5) feet to a stone bound near a brook; thence north 30° 50' east two hundred and thirty-five and one tenth (235.1) feet to a stone bound; thence north 22° 50' east one hundred and ninety and eight tenths (190.8) feet to a stone bound; thence north 22° 30' east eight hundred and eighty-one (881) feet to a stone bound; thence north 19° 25' east one hundred and six and five tenths (106.5) feet to a stone bound; in the line between the towns of Palmer and Belchertown. The above described line is the southeasterly line of the highway as laid out, the northwesterly line is thirty-three (33) feet distant therefrom and parallel thereto, the angles and termini of the northwesterly line are marked with stone bounds.

A plan of said relocation is filed herewith and made a part hereof. And the owners of the land, over which said highway is thus laid out, are allowed until the first day of April next; to remove therefrom their buildings, wood, timber or trees. And said Commissioners having heard the proprietors of said lands, by themselves, or their agents, on the subject of damages, by them sustained by reason of laying out said highway, and no damages having been claimed, none are awarded. At the meeting on the 18th day of April, 1908, James M. Sickman, being absent, William H. Porter, acted in his stead.

C. H. Nutting)	
Chas. C. Spellman	)	County
J. M. Sickman	)	Commissioners.

Hampden, ss: County Commissioners' Meeting. November 25, A.D. 1908

The foregoing report is filed and accepted, and thereupon it is ordered that the same be recorded; that the said road may be known as a public highway forever.

Attest:

Robert O. Morris, Clerk.

E. A. Kellogg et
als. Petrs. for re-
location of West-
field street in
Agawam.

14.

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To the County Commissioners of Hampden County, Massachusetts:

Respectfully represented by the subscribers, citizens of Agawam,
in said County.

That the boundary lines of a section of the highway, known as
Westfield street in said Agawam, are obscure and there is no way to de-
termine the same,--Beginning at Shoemaker lane on said Westfield street,
thence northerly through Feeding Hills Center to North Street.

And we pray you to view said section of highway, locate and mark
the bounds thereof, and make such order thereon as public convenience
and safety require.

- E. A. Kellogg and others, Petitioners.

The foregoing petition was entered at a meeting of the County Com-
missioners holden at Springfield, within and for said County, on the
second Tuesday of April, in the year of our Lord one thousand nine
hundred and eight, and was continued from meeting to meeting to this
meeting and due proceedings having been had thereon, the County
Commissioners file the following location report, to wit:-

Commonwealth of Massachusetts. -

Hampden, ss: County Commissioners' Meeting, November 7th, 1908.

On the Petition of E. A. Kellogg and others, praying for a highway
to be relocated in the Town of Agawam. It appearing that all persons
and corporations interested therein had been duly notified of the time
and place of meeting, the said County Commissioners did, on the
eleventh day of July A.D. 1908, view said highway, and hear all
parties interested, and did adjudge that common convenience and
necessity required that said highway should be relocated. And at the
time of said view, no person interested having objected, said Commis-
sioners now relocate said highway in the manner following:

Beginning at a County stone bound, on the easterly side of West-
field Street, said bound being at the intersection of the southerly
side of Shoemaker Lane and the easterly side of Westfield Street, and
running thence N. 7° E. two hundred twenty-four and forty-six hundred-
ths (224.46) feet to a County stone bound, thence N. 1° 57' E. seven
hundred fifty-seven and forty-two hundredths (757.42) feet to a County
stone bound, thence by a curve to the left radius eight hundred fifty-
two and two hundredths (852.02) feet, arc two hundred forty-eight and
eight tenths (248.8) feet to a County stone bound, thence N. 14° 48' W.,
one thousand three hundred and four and fifty-eight hundredths (1304.58)
feet to a County stone bound on the southerly side of Springfield St.,
thence continuing in the same course sixty-nine and fifty-seven hun-
dredths (69.57) feet to a County stone bound on the northerly side of
Springfield street, thence continuing in the same course two and thirty-
one hundredths (2.31) feet to a County stone bound, thence N. 14° 18' E.
one thousand six hundred forty-eight and ninety-one hundredths (1648.91)
feet to a County stone bound, thence N. 8° 48' E. three hundred seventy
six and six tenths (376.6) feet to a County stone bound, thence N. 2°
05' E. seven hundred seventy-five and ninety-five hundredths (775.95)
feet to a County stone bound, thence N. 3° 49' E. seven hundred

seventeen and ninety-one hundredths (717.91) feet to a County stone bound, thence N. 6° 29' E. eight hundred fifty-four and fifty-five hundredths (854.55) feet to a County stone bound, said bound being on the southerly side of North Street. The above described line being the easterly side of Westfield Street, and the westerly side being parallel to and sixty-six (66) feet distant therefrom.

A plan of said relocation is filed herewith and made a part hereof. And the owners of the land, over which said highway is thus laid out, are allowed until the first day of February next, to remove therefrom their buildings, wood, timber or trees. And said Commissioners having heard the proprietors of said lands, by themselves, or their agents, on the subject of damages, by them sustained by reason of laying out said highway, and none having been claimed, therefore no damages are awarded.

C. H. Nutting	}	County Commissioners
Chas. C. Spellman		
J. M. Sickman		

Hampden, ss: County Commissioners' Meeting, November 7, A.D. 1908.

The foregoing report is filed and accepted, and thereupon it is ordered that the same be recorded; that the said road may be known as a public highway forever.

Attest:-

Robert O. Morris, Clerk.

Commonwealth of Massachusetts.

To the Honorable Board of County Commissioners of the County of Hampden, in said Commonwealth:-

Respectfully represents your petitioners, Selectmen of the Town of Montgomery, in said County of Hampden, that there are three certain existing highways located within the limits of said Town of Montgomery, and described substantially as follows:-

First highway,- being a road or highway leading from what is commonly designated as the "Old Reed Corner" and continuing in an Easterly direction to a barn owned by David L. Allyn and standing on the premises known as the L. T. Allyn homestead.

Second highway,- being commonly known and designated as the "Old Avery Road" and extending from the house formerly owned by George Avery, now deceased, in a Northeasterly direction to a point in said highway which has heretofore been discontinued. Such highway or road has also at times been called or designated as the "Bungy Road".

Third highway,- being commonly known and designated as the "tekoea Road" and extending from the Upper Reservoir to the Lower Reservoir, so called, and is located on the Westerly side of said Reservoir's.

And your petitioners further respectfully represent that the common convenience and necessity no longer require the maintenance of said roads or highways, or any of them, in whole or in part, as public

Selectmen of the town of Montgomery, Petrs. for discontinuance of highway leading easterly from "Old Reed Corner"; "Old Avery Road, and Tekoea road."

highways or roads.

Wherefore, your petitioners respectfully pray your Honorable Board to view the premises and give a hearing to parties in interest.

And your petitioners further pray that your Honorable Board will adjudge that the common convenience and necessity no longer require the maintenance of said highways or roads, or any of said highways or roads, in whole or in part, as Public highways or roads, and that you will order said highways or roads discontinued, either in whole or in part, and for such further orders in the premises as your Honorable Board may deem best.

L. O. Moore,)	Selectmen of Montgomery.
F. G. Clark)	
F. C. Preston)	

by Leonard F. Hardy,
Attorney.

Montgomery, Mass., June 9th, 1908.

The foregoing petition was entered at a meeting of the County Commissioners holden at Springfield, within and for said County, on the second Tuesday of April, in the year of our Lord one thousand nine hundred and eight, and was continued from meeting to meeting to this meeting and due proceedings having been had thereon, the County Commissioners file the following report of discontinuance, to wit:-

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. November 10th, 1908.

On the petition of the Selectmen of Montgomery, praying for the discontinuance of certain highways in said Montgomery.

It appearing that all persons and corporations interested therein had been duly notified of the time and place of meeting, the said County Commissioners did, on the thirty-first day of July, A.D. 1908, view said highways and hear all parties interested, and did adjudge that common convenience and necessity required that two of said highways should be discontinued.

And now said Commissioners discontinue said highways in the manner following:-

First highway,- being a road or highway leading from what is commonly designated as the "Old Reed Corner" and continuing in an Easterly direction to a barn owned by David L. Allyn and standing on the premises known as the L. T. Allyn homestead.

Second highway,- being commonly known and designated as the "Old Avery Road" and extending from the house formerly owned by George Avery, now deceased, in a Northeasterly direction to a point in said highway which has heretofore been discontinued. Such highway or road has also at times been called or designated as the "Bungy Road".

And now said Commissioners dismiss the petition as to the Third highway,- being commonly known and designated as the "Tekoa Road" and extending from the Upper Reservoir to the Lower Reservoir, so called, and is located on the westerly side of said Reservoirs.

C. H. Nutting)
Chas. C. Spellman) County
J. M. Sickman) Commissioners.

Hampden, ss: County Commissioners' Meeting. November 25th, 1908.

The foregoing report is filed and accepted, and thereupon it is ordered that the same be recorded.

Attest:-

Robert O. Morris, Clerk.

Monson, Mass.,
September 1st, 1908.

To the Honorable County Commissioners of the County of Hampden:

We, the undersigned citizens of the town of Monson, in said County, respectfully represent that the highway leading easterly from South Main Street in said town near the dwelling house formerly owned by George H. Thompson and passing the dwelling house of Josiah B. Davis to a highway laid out by the County Commissioners in 1845 is poorly defined.

Therefore your petitioners pray that your Honorable Board will relocate said highway and establish the bounds thereof and take such other action in the matter as may to your Honorable Board seem proper.

J. P. Herlihy and others, Petitioners.

The foregoing petition was entered at a meeting of the County Commissioners holden at Springfield, within and for said County, on the fourth Tuesday of June, in the year of our Lord one thousand nine hundred and eight and was continued to this meeting and due proceedings having been had thereon, the County Commissioners file the following location report, to wit:-

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. November 7th, 1908.

On the Petition of J. P. Herlihy and others, praying for a highway to be relocated in the Town of Monson.

It appearing that all persons and corporations interested therein had been duly notified of the time and place of meeting, the said County Commissioners did, on the fifth day of October A.D. 1908, view said highway, and hear all parties interested, and did adjudge that common convenience and necessity required that said highway should be relocated. And at the time of said view, no person interested having objected, said Commissioners now relocate said highway in the manner following:

Beginning at a stone bound on the easterly side of south Main Street in the Town of Monson, Mass. at the corner of land of E. L. King, thence S. 63° 55' E. ninety-four and nine tenths (94.9) feet to a stone bound. Thence S. 67° E. four hundred and one and fifty-five hundredths feet (401.55) to a stone bound at the southwest corner of land of J. B.

J. P. Herlihy et
als. Petrs. for re-
location of highway
in Monson, leading
easterly from South
Main St.

19.

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Davis, Thence S. 58° 47' E. one hundred and forty-four feet (144) to a stone bound, the above is a description of the northerly line of the highway as relocated. The southerly line is described as follows, Beginning at a stone bound at a point S. 15° 13' W. fifty-two and forty-six hundredths (52.46) feet from the stone bound that marks the beginning of the Northerly line as above described. Thence S. 70° 37' E. seventy-nine and thirty-five hundredths (79.35) feet to a stone bound. At the beginning of this course the Highway is fifty (50) feet wide and gradually narrows to forty (40) feet. Thence S. 67° E. four hundred and one and fifty-five hundredths (401.55) feet to a stone bound. For the last course the side lines of the highway are parallel and forty (40) feet distant. Thence S. 54° 52' E. one hundred and thirty-eight (138) feet to a stone bound. For the last named course the highway widens from forty (40) feet at the beginning to forty-nine and one-half (49 1/2) feet at the stone bound last mentioned.

A plan of said relocation is filed herewith and made a part hereof. And the owners of the land, over which said highway is thus laid out, are allowed until the first day of January next, to remove therefrom their buildings, wood, timber or trees. And said Commissioners having heard the proprietors of said lands, by themselves, or their agents, on the subject of damages, by them sustained by reason of laying out said highway, and none having been claimed, therefore no damages are awarded.

C. H. Nutting) County Commissioners.
Chas. C. Spellman	
J. M. Sickman	

Hampden, ss: County Commissioners' Meeting. November 7th, A.D. 1908.

The foregoing report is filed and accepted, and thereupon it is ordered that the same be recorded; that the said road may be known as a public highway forever.

Attest:-

Robert O. Morris, Clerk.

Boston and Albany
Railroad Co., Petr.
to take land for
depot purposes (West
Springfield)

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page 29 & 32.

Commonwealth of Massachusetts.

Hampden, ss:

PETITION OF THE BOSTON & ALBANY RAILROAD COMPANY.

To the Honorable the County Commissioners of the County of Hampden:

Respectfully represents the Boston and Albany Railroad Company that it requires additional land without the limits of the route fixed in the Town of West Springfield in said County of Hampden, for the purpose of making and securing its railroad and for depot and station purposes, and for one or more new tracks adjacent to other land occupied by it by a track or tracks already in use, which additional land is bounded and described as follows:-

(1) Beginning at the intersection of the northeasterly line of Baldwin Street with the northerly side line of the location of the Boston and Albany Railroad, thence running northwesterly by the said northeasterly line of said Baldwin Street sixty (60) feet; thence turning at a right angle and running northeasterly one hundred and seventy-five (175) feet; thence running northeasterly about nine hundred and eight (908) feet to a point in the southwesterly line of Lot No. 18 upon a plan entitled "Plan of Kelso & Thompson's property, West Springfield, October, 1899, Durkee, White & Towne, Engineers", and recorded in Hampden Registry of Deeds, Plan Book 1, page 167, said point being distant eighteen (18) feet northwesterly from the southwesterly corner of Lot No. 19 on said plan; thence running southeasterly eighteen (18) feet to the said southwesterly corner of said lot No. 19; thence turning at a right angle and running northeasterly one hundred and sixteen and eighty-three one hundredths (116.83) feet to the northwesterly corner of said Lot No. 19; thence turning at a right angle and running southeasterly thirty-five (35) feet; thence turning at a right angle and running northeasterly about three hundred and twenty (320) feet to a ditch; thence running easterly by said ditch about one hundred and eighty-eight (188) feet to a point in the southeasterly line of Bliss Street extended southwesterly; thence running northeasterly by said southeasterly line of said Bliss Street extended southwesterly about one hundred and twelve (112) feet to the southwesterly line of Western Avenue; thence running southeasterly and easterly by the said southwesterly line of said Western Avenue to land now or formerly of Phelan; thence running southeasterly by land of said Phelan to a ditch and to land of the Boston & Albany Railroad Company; thence running southwesterly and westerly by said ditch and by land of said Railroad Company, about two hundred and ten (210) feet to the northwesterly corner of said Railroad Company's land; thence running southwesterly by land of said Railroad Company nine hundred and twenty-seven (927) feet to the said northerly side line of said Railroad Company's location; thence running westerly by the said northerly side line of said location about eleven hundred and sixteen (1116) feet to the place of beginning.

(2) Beginning at the intersection of the northeasterly line of said Baldwin Street with the southerly side line of the location of the Boston & Albany Railroad; thence running easterly by the said southerly side line of said location, one hundred and seventeen (117) feet; thence running southeasterly by land of said Railroad Company two hundred and seventy (270) feet; thence running northwesterly about two hundred and eighty-five (285) feet to a point distant fifty-six and twenty-five one hundredths (56.25) feet southerly from the centre line of said location of said Railroad; thence running westerly by a line parallel with and distant fifty-six and twenty-five one hundredths (56.25) feet southerly from said center line eighty (80) feet to the said northeasterly line of said Baldwin Street; thence running northwesterly by the said northeasterly line of said Baldwin Street to the place of beginning.

(3) Beginning at the intersection of the northerly side line of the location of the Boston & Albany Railroad with the dividing line between land supposed to be of William R. Morris and land now or formerly belonging to the Wells Estate; thence running northwesterly by said dividing line sixty (60) feet; thence turning at a right angle and running southwesterly fifty-five (55) feet; thence running southerly about twenty-eight (28) feet to the said northerly side line of said location; thence running easterly by the said northerly side line of said location about seventy-eight (78) feet to the place of beginning.

Reference is made to the plan entitled "Map showing land to be acquired by the Boston and Albany Railroad for railroad purposes at W. Springfield," dated Boston, September 4, 1908, and signed by E. E. Stone, Chief Engineer, and L. G. Morphy, Assistant to Chief Engineer, filed herewith.

Your petitioner further represents that it is unable to obtain the same by agreement with the owners, and that the following are supposed to be the owners of said land, namely;

Parcel No. 1, Frank E. Fuller, John T. Moriarty, Joseph Poirier, Napoleon Lafrenais, D. Maude Snow, Mary Louisa Hogan, Aristide Laroche, Charles J. Downey, Geo. M. Parks, Ada E. Herrick, Clarence W. Herrick, Mary Louisa Hogan, Executrix.

Parcel No. 2, Mary C. Raleigh, James E. Sheehan.

Parcel No. 3, William R. Morris,

The following are supposed to hold mortgages of portions of said parcel No. 1, namely:

Albert H. Hovey, Florence Lincoln Washburn, Mary H. Hawes, Minnie A. Newell, Henry A. Sibley, Town of W. Springfield.

And the following are supposed to have attachments covering portions of said parcel No. 1:

George Clark, C. P. Chase, Katie E. Gibbs.

Mary A. Raleigh is supposed to hold a mortgage upon parcel No. 2, and Paul H. Sheehan is supposed to have an attachment covering a part interest in said parcel.

The Conway Savings Bank is supposed to hold a mortgage upon parcel No. 3, and the following are supposed to have attachments covering said parcel, namely:

Thos. Wood & Co., George Nye, Henry J. Perkins Co., Kibbe Bros. Co., Norton & Warren, Joseph Whitcomb & Co.

Wherefore, your petitioner prays that your Honorable Board will prescribe the limits within which the same may be taken without the permission of the owners after due proceedings in the premises.

Boston and Albany Railroad Company,

By Woodward Hudson,
Counsel.

The foregoing petition was entered at a meeting of the County Commissioners holden at Springfield, within and for said County, on the fourth Tuesday of June, in the year of our Lord one thousand nine hundred and eight, and was continued to this meeting and due proceedings having been had thereon, the County Commissioners file the following de-

cree, to wit:-

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners for the County of Hampden, holden at Springfield, within and for said County, on the seventh day of October in the year of our Lord one thousand nine hundred and eight.

The Boston and Albany Railroad Company by its petition to said Commissioners - among other matters - prays that the limits may be prescribed within which additional lands may be taken in the town of West Springfield adjacent to and without its route already fixed in said town, for the purpose of making and securing its railroad, and for depot and station purposes and for one or more additional tracks as will more fully appear, reference being had to the petition filed of record in the case.

The petition was presented to the County Commissioners at their meeting holden at Springfield, within and for said County, on the said seventh day of October, A. D. 1908, when and where said Commissioners caused notice to be given to all persons and corporations interested therein of the time and place when and where they would meet for the purpose of viewing the premises and hearing the parties, as by the notice on file and of record will more fully appear. And thence said petition has been continued to this time.

And now said Commissioners make return of their proceedings in the premises, as follows: said Commissioners having given notice as the law directs, met at their office in said Springfield on the fourth day of November in the year nineteen hundred and eight, when and where the parties appeared to wit, the petitioner by Messrs. Brooks and Hamilton, its attorneys, and various of the respondents by themselves or by counsel.

And the premises having been examined and all parties fully heard, said Commissioners do now determine that the petitioner requires additional land for the purposes set forth in the petition and is unable to obtain the same by agreement with the owners thereof, as appears from the filing of said petition and do now prescribe the limits within which said land may be taken by the petitioner for the purposes aforesaid without the permission of the owners thereof, to wit, three parcels of land bounded and described as follows:-

Parcel No. 1. Beginning at the intersection of the southeasterly line of Bliss Street extended southwesterly, with the southwesterly line of Western Avenue, thence running southeasterly and easterly by the said southwesterly line of said Western Avenue to land now or formerly of Phelan; thence running southeasterly by land of said Phelan to a ditch and to land of the Boston and Albany Railroad Company; thence running southwesterly and westerly along said ditch and by land of said Railroad Company about two hundred and ten (210) feet, to the northwesterly corner of said Railroad Company's land; thence running southwesterly by land of said Railroad Company five hundred and seventy-six

and three tenths (576.3) feet to land now or formerly of Mary L. Hogan; at a point distant three hundred and fifty-nine and thirty-five hundredths (359.35) feet northerly from the base line of the location of the Boston and Albany Railroad; thence running northwesterly along the northeasterly line of said Hogan property three hundred and five (305) feet, to the southwesterly corner of Lot No. 19 as shown upon a plan entitled "Plan of Kelso and Thompson's property, West Springfield, October 1899, Durkee, White and Towne, Engineers", and recorded in Hampden Registry of Deeds, Plan Book 1, Page 167; thence turning at a right angle and running northeasterly one hundred and sixteen and eighty-three hundredths (116.83) feet, thence turning at a right angle and running southeasterly thirty-five (35) feet; thence turning at a right angle and running northeasterly about three hundred and twenty (320) feet to a ditch; thence running easterly by said ditch about one hundred and eighty-eight (188) feet to a point in the southeasterly line of Bliss Street extended southwesterly; thence running northeasterly by said southeasterly line of said Bliss Street extended southwesterly about one hundred and twelve (112) feet to the southwesterly line of Western Avenue, being the point of beginning.

Parcel No. 2. Beginning at the intersection of the northeasterly line of Baldwin Street with the southerly side line of the location of the Boston and Albany Railroad; thence running easterly by the said southerly side line of said location, one hundred and seventeen (117) feet; thence running southeasterly by land of said Railroad Company two hundred and seventy (270) feet; thence running northwesterly about two hundred and eighty-five (285) feet to a point distant fifty-six and twenty-five hundredths (56.25) feet southerly from the base line of said location of said Railroad; thence running westerly by a line parallel with and distant fifty-six and twenty-five hundredths (56.25) feet southerly from said base line eighty (80) feet to the said northeasterly line of said Baldwin Street; thence running northwesterly by the said northeasterly line of said Baldwin Street to the place of beginning.

Parcel No. 3. Beginning at the intersection of the northerly side line of the location of the Boston and Albany Railroad with the dividing line between land of William R. Morris and land now or formerly belonging to the Wells Estate; thence running northwesterly by said dividing line sixty (60) feet; thence turning at a right angle and running southwesterly fifty-five (55) feet; thence running southerly about twenty-eight (28) feet to the said northerly side line of said location; thence running easterly by the said northerly side line of said location seventy-eight (78) feet to the place of beginning.

The limits hereby prescribed and the land included within the same are shown within the lines tinted yellow on a plan thereof made by E. E. Stone, Chief Engineer, and L. G. Morphy, Assistant to Chief Engineer, and entitled "Map showing land to be acquired by the Boston and Albany Railroad for railroad purposes at West Springfield," dated Boston Novem-

ber, 10, 1908; which said plan is signed by Chairman of the Hampden County Commissioners and is filed in the office of the Commissioners and made a part of this decree.

And the said Commissioners order this return to be accepted and recorded.

In Witness Whereof, we the said Commissioners have hereunto set our hands this fourteenth day of November, 1908.

C. H. Nutting

Chas. C. Spellman

J. M. Sickman

For amendment to decree see Book 15 page 83.

Chapter 302 of the Acts of 1905.

AN ACT TO PROVIDE FOR THE CONSTRUCTION AT SPRINGFIELD OF A BUILDING FOR THE REGISTRY OF DEEDS AND FOR THE PROBATE COURT FOR THE COUNTY OF HAMPDEN.

Be it enacted, etc., as follows:

Section 1. The county commissioners of the county of Hampden are hereby directed to erect a new building in the city of Springfield for the use of the registry of deeds and the probate court for said county, and may take by purchase or otherwise such land, and easements appurtenant thereto, as may be necessary for that purpose, and may take all rights which any person may have in the passageway situate westerly of land now owned by said county adjoining the present court house. The new building may be connected with the present court house by a one story covered passageway, and said building and covered passageway shall be made as nearly fireproof as is possible.

Section 2. Said county commissioners shall, within sixty days after the taking of any land or easement under this act, otherwise than by purchase, file and cause to be recorded in said registry of deeds a description of such land sufficiently accurate for identification, with a statement of the purpose for which the same was taken, signed by said county commissioners; and the title of the lands so taken shall vest in said county in fee.

Section 3. Said county shall pay all damages to property sustained by any persons by reason of such taking or by discontinuing said passageway, and if any person sustaining such damages shall fail to agree with the said county commissioners as to the amount thereof he or the said commissioners may, within one year after such taking or discontinuance, file, in the office of the clerk of the superior court for said county a petition for a jury to determine such damages; and thereupon, after such notice as said court shall order, the damages shall be determined by a jury in said court in the same manner as damages for lands taken for the laying out of highways, and costs shall be taxed as in civil cases.

Hall of Records.

22.

New building to be erected for the registry of deeds and probate court, Hampden county.

Description of land etc., to be recorded, etc.

Damages.

Contracts.

Section 4. Said commissioners shall contract for the erection of said building, in accordance with the provisions of section twenty-seven of chapter twenty of the Revised Laws.

County commissioners may borrow upon credit of county etc.

Section 5. In order to meet the expenses incurred under this act said commissioners may borrow from time to time upon the credit of said county a sum not exceeding in the aggregate two hundred thousand dollars. Such indebtedness shall be paid out of amount received for taxes, at the rate of ten thousand dollars each year, commencing with the year nineteen hundred and six, until the whole indebtedness is discharged.

Payment of personal expenses of commissioners.

Section 6. Upon the completion of said building the commissioners shall return a certified statement of their personal expenses incurred in connection with said work to the controller of county accounts, who shall audit and certify the same to the treasurer of said county, and the treasurer shall pay them for such expenses from the treasury of said county.

Section 7. This act shall take effect upon its passage.

Approved April 17, 1905.

Contract for Hall of Records.

AGREEMENT AND CONTRACT FOR BUILDING, made this ninth day of November, nineteen hundred and five by and between County of Hampden, Commonwealth of Massachusetts, by the County Commissioners (but not for the members of the Commissioners individually or jointly) party of the first part, and The Fosburgh Company, by its President, R. L. Fosburgh, Building Contractors, doing business in the City of Boston, County of Suffolk, State of Massachusetts, party of the second part.

The party of the second part hereby covenants and agrees to and with the party of the first part, for the consideration hereinafter expressed, to make, erect, build, complete, and finish all that certain new building, to wit: a Hall of Records for Hampden County, to be erected between Elm and West State Streets, in the City of Springfield, State of Massachusetts, said building being that designed and planned by Shepley, Rutan & Coolidge, Architects, for the party of the first part; and to furnish all the materials and labor for that purpose. All the work, labor and materials to be done, furnished, used or employed in or upon the said building to be substantial, thorough, and of the best quality, and to be rendered furnished, and performed according, subject and conformably to the plans, drawings, and directions of the said Architects, or, in their absence, to the directions of whomever may be appointed to represent them, and to the specifications, and addenda to same which are hereto annexed, which said plans, drawings, and specifications are to be taken and deemed a part of this contract. All the said work to be done and finished to the satisfaction of the party of the first part and the said Architects; and to be fully completed, and the said building ready for occupation, by or before the twentieth day of October, 1906.

In case of failure on the part of the party of the second part to fully complete the said building at the time specified above, the party

of the second part hereby further agrees to pay to the party of the first part, the sum of fifty dollars per diem not as a forfeiture, but as and for the damages of the party of the first part which are hereby liquidated at that sum. Such payment to be on and for each and every day that shall elapse after the time when, by this contract said building should be completed, and until its actual completion.

For any delay caused by a strike or lock-out among the workmen in the building trades, additional time (equivalent to said delay) shall be allowed for the completion of this contract: PROVIDED, such strike or lock-out is not caused by any action of the party of the second part. In case of any question as to the responsibility of the party of the second part for any delay by the workmen, such a question shall be submitted to and decided by arbitrators in accordance with the provisions of the section hereinafter contained.

IT IS HEREBY FURTHER AGREED, that the party of the first part, with the advice and consent of the said Architects, may vary the plans and specifications above mentioned, in any respects whatever, without thereby impairing the obligations of this contract; but the same, as so modified, shall, nevertheless, be binding and effectual upon both parties hereto, and in all instances and respects in which such variance shall be made, the same shall be fully reduced to and expressed in writing, prepared and signed by the parties hereto, or by their agents, duly authorized and specially empowered to act in their behalf, be annexed to and made a part of this contract, and only then shall be made and become operative. And the parties hereto shall be entitled and at liberty to make such change or changes in the terms or amount of payment, under this contract, as may be requisite and proper, upon any variation or alteration of said plans or specifications; and the same shall be made and expressed in the writing above mentioned, at or before the time of signing the same. No order shall be valid unless expressed in writing, with the price annexed, as above described; and no allowance shall be made to, and no claim shall be made by, the contractor for any work performed or materials furnished, in addition to the sum hereinafter agreed to be paid by the party of the first part, unless such work shall have been performed and materials furnished in pursuance of a written order, as above provided.

Should any dispute arise respecting the true construction or meaning of the plans, drawings or specifications, the same shall be referred to the said Architects, whose decision thereon shall be final and conclusive.

Should any dispute arise respecting the true value of the extra work or materials, or of the work or materials omitted in consequence of a variance from the plans and specifications, as above set forth, the same shall be submitted to two competent persons, one to be selected by each of the parties hereto; and such two shall be at liberty, in case of their disagreement, to choose a third person as sole umpire, whose decision shall be final and conclusive upon all parties.

The party of the first part shall not be in any manner answerable or accountable for any loss or damage that shall or may happen to the said building, or to any part thereof, during the period of construction, and until the full completion of the same, or for any of the materials, tools or other articles used and employed in or about the same.

If at any time there shall be evidence of any lien or claim for which, if established, the owner or said premises might become liable, and which is chargeable to the contractor, the owner shall have the right to retain out of any payment then due, or thereafter to become due, an amount sufficient to completely indemnify it against such lien or claim. Should there prove to be any such claim after all payments are made, the contractor shall refund to the owner all moneys that the latter may be compelled to pay in discharging any lien on said premises made obligatory in consequence of the contractor's default.

The party of the second part shall keep his interest in the said building fully insured against loss or damage by fire, until the completion of the contract.

The said specifications and the said drawings are intended to cooperate, so that any works exhibited in the drawings and not mentioned in the specifications, or vice versa, are to be executed the same as if they were mentioned in the specifications and shown in the drawings, without any extra charge whatever; and any and all difference or discrepancies between the said specifications and the said drawings are hereby mutually waived by both parties hereto, in so far as the same affect the payments to be made or claimed under this contract.

Should the party of the second part, at any time during the progress of the said work, neglect or refuse to supply a sufficiency of workmen or materials, the party of the first part may provide the same, after six days' notice in writing previously given, if such neglect or refusal shall continue, and finish the said work; and the expense thereof shall be deducted from the amount of payment under this contract.

IT IS HEREBY FURTHER AGREED, for the consideration hereinafter named, that the party of the second part shall, at any time or times within twelve months after the completion of the said building, at the request of the party of the first part, and without any charge or claim or compensation therefor, make and fully complete any and all repairs, and fully compensate and indemnify the party of the first part for any and all damage that shall or may occur to the said building or to the furniture or contents thereof, when such repairs or damage are called for or occasioned by reason of any defect or fault in the workmanship or materials used in the construction of the said building; PROVIDED, such repairs or damage are not directly attributable to faults in the Architects' plans or in the material thereby required.

The party of the first part hereby agrees, in consideration of the full and faithful performance of the said several covenants and agreements of the party of the second part, to make payments on or before the tenth day of every month to the party of the second part, not exceeding

in the aggregate the sum of eighty-five per cent. of the cost of the work and materials rendered during the preceding month, in lawful money of the United States of America; but no such payment shall be made except on the production and delivery to the party of the first part of a certificate in writing, signed by the said Architects, that this contract has been well and faithfully performed up to the date of such certificate, and that the value of the work, labor, and materials theretofore rendered and employed in and upon the said building is at least fifteen per cent. in excess of the payments called for by the party of the second part, to the extent and amount above prescribed. But, on the full and final completion of the said building, the party of the first part is to pay, upon the certificate of the said Architects that the same is due, the balance then unpaid of the full cost, price of the said completed building, reckoning the cost of the said building at one hundred and eighteen thousand one hundred and eighty (118,180.00) dollars.

The contract is applicable to and binding upon the executors, administrators, and assigns and successors, respectively, of the parties hereto; but it is not assignable by the party of the second part, except with the written consent of the party of the first part.

The party of the second part further agrees to observe and conform to all the laws, ordinances, and regulations of the City of Springfield, and State of Massachusetts relating to the use and obstruction of streets and sidewalks, in the way of building materials, excavations, temporary sidewalks, protection of the public from danger, and all other matters whatsoever; and to assume all liability for damage or injury occurring to any persons or property through the negligence or illegal acts of the said party of the second part, his contractors, sub-contractors, agents, or servants; and to indemnify and save harmless the party of the first part from all claims, loss, or cost, by reason of such damage or injury.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

(L. S.) W. H. Brainerd)
 J. H. Hendrick) County Commissioners
 J. M. Sickman) of
) Hampden County

(L. S.) The Fosburgh Company,
 By R. L. Fosburgh,
 President.

SHEPLEY, RUTAN & COOLIDGE.
Architects.

\$166.30/100

2 August, 1906.

ORDER NO. 1.

The Fosburgh Company.

You are hereby ordered to add to the contract of 9 November 1905 with Hampden County for the Hall of Records at Springfield, Mass. the sum of one hundred and sixty-six 30/100 Dollars for changes

as described on back of order.

Approved.

J. H. Hendrick

J. M. Sickman

C. H. Nutting

Accepted.

The Fosburgh Company,

Shepley, Rutan & Coolidge,
Architects.

By R. L. Fosburgh,
President.

Amount of Contract.	Amount of Additions.	Total Amount.
\$118,180.00	\$166.30	\$118,346.30

Endorsed on back as follows:-

Tile floors, instead of marble, in the Registry \$141.
of Deeds and Registry of Probate, as shown on
drawings 55 and 56, including marble base behind
cases.

Brass pipe instead of iron, for gas lights at
entrance.

25.30
\$166.30

SHEPLEY, RUTAN & COOLIDGE.
Architects.

\$670. x/100

1 October 1906.

ORDER NO. 2.

The Fosburgh Co.

You are hereby ordered to add to the contract of 9
November 1905 with Hampden County for the Hall of Records at Springfield
Mass. the sum of six hundred and seventy x/100 Dollars for making
changes in the basement entrance according to drawing #57.

Approved.

J. H. Hendrick

J. M. Sickman

Accepted.

The Fosburgh Company,

Shepley, Rutan & Coolidge,
Architects.

By R. L. Fosburgh,
President.

Amount of Contract.	Amount of Additions.	Total Amount.
\$118,180.00	\$836.30	\$119,016.30

SHEPLEY, RUTAN & COOLIDGE.
Architects.

\$677.60/100

17 December 1906.

ORDER NO. 3.

The Fosburgh Co.

You are hereby ordered to add to the contract of 9
November 1905 with Hampden County for the Hall of Records at Spring-
field, Mass. the sum of six hundred and seventy-seven 60/100 Dollars
for enclosures and desks for Judge and Register of Deeds in Court Room
as per drawings.

Approved

J. H. Hendrick)
J. M. Sickman) Co. Comrs.

Accepted

Shepley, Rutan & Coolidge,
Architects.

The Fosburgh Company,

By John R. Bickford,
President.

Amount of Contract.	Amount of Additions.	Total Amount.
\$118,180.00	\$1,513.90	\$119,693.90

BOND NO. _____

THE TITLE GUARANTY & TRUST COMPANY OF SCRANTON, PENNA.

Know all men by these presents:

That THE FOSBURGH COMPANY of Boston, Mass., a corporation organized under the laws of the State of Maine (hereinafter called the Principal), and THE TITLE GUARANTY & TRUST COMPANY OF SCRANTON, PENNA., a corporation created and existing under the laws of the Commonwealth of Pennsylvania, and whose principal office is located in the City of Scranton, Commonwealth of Pennsylvania, (hereinafter called the Surety), are held and firmly bound unto COUNTY OF HAMPDEN (hereinafter called the Obligee), in the full and just sum of fifty thousand (\$50,000.00) Dollars, lawful money of the United States, to the payment of which sum, well and truly to be made, the said Principal binds itself, its successors and assigns jointly and severally, firmly by these presents, signed, sealed and delivered this 10th day of Nov. A.D., 1905.

WHEREAS, said Principal has entered into a certain written contract with Obligee to make, erect, build, complete and finish all that certain new building, to wit: a Hall of Records, for Hampden County, to be erected between Elm and West State Streets, in the City of Springfield, State of Massachusetts, said building being that designed and planned by Shepley, Rutan & Coolidge, Architects, said contract bearing the date of 9th day of November, 1905.

NOW, THEREFORE, The condition of the foregoing obligation is such that if the said Principal shall well and truly indemnify and save harmless the said Obligee from any pecuniary loss resulting from the breach of any terms, covenants and conditions of the said contract on the part of the said Principal to be performed, then this obligation shall be void; otherwise to remain in full force and effect in law;

PROVIDED, however that this bond is issued subject to the following conditions and provisions:

FIRST,-- That no liability shall attach to the Surety hereunder unless, in the event of any default on the part of the Principal in the performance of any of the terms, covenants or conditions of the said contract, the Obligee shall promptly and immediately upon knowledge thereof, and in any event not later than thirty days after the occurrence of such default, deliver to the Surety at its office in the City of Scranton, Penna., written notice thereof with a statement of the principal facts showing such default and the date thereof; nor unless the said Obligee shall deliver written notice to the surety at

Bond for building
Hall of Records.

its office aforesaid before making to the Principal the final payment, provided for under the contract herein referred to.

SECOND, That in case of such default on the part of the Principal, the Surety shall have the right, if it so desire, to assume and complete or procure the completion of said contract; and in case of such default, the Surety shall be subrogated and entitled to all the rights and properties of the Principal arising out of the said contract and otherwise, including all securities and indemnities therefore received by the Obligee, and all deferred payments, retained percentages and credits, due to the Principal at the time of such default, or to become due thereafter by the terms and dates of the contract.

THIRD, That in no event shall the surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or other proceeding thereon that is instituted later than one year from the date hereof or such date hereafter written.

FOURTH, That in no event shall the Surety be liable for any damage resulting from, or for the construction or repair of any work damaged or destroyed by, an act of God, or the public enemies, or mobs, or riots, or civil commotion, or employees leaving the work being done under said contract, on account of so-called "strikes" or labor difficulties.

IN TESTIMONY WHEREOF, the said Principal has caused these presents to be sealed with its corporate seal, attested by the signature of its duly authorized officers, and the said Surety has caused these presents to be sealed with its corporate seal, attested by the signature of its Attorneys-in-Fact the day and year first above written.

Signed, sealed and delivered in the presence of

..... The Fosburgh Company,
 (L. S.)
 By R. L. Fosburgh,
 President.

Attest:

H. Cummings, Jr.,
 Secretary.

The Title Guaranty & Trust Company of Scranton, Penna.,

..... Charles H. Wilson
 (L. S.)
 By Winslow Warren, Jr.,
 Its Attorneys-in-Fact.

Endorsed on back as follows:

Received Mar. 7, '07. 3:52 P. M.

Fred A. Bearse,
 County Treasurer.

Contract for Heating Apparatus in Hall of Records.

AGREEMENT AND CONTRACT FOR BUILDING, made this eleventh day of November nineteen hundred and five by and between County of Hampden, Commonwealth of Massachusetts, by the County Commissioners (but not for the members of the Commissioners individually or jointly), party of the first part, and George H. McClean, Heating Contractor doing business in the City of Springfield, State of Massachusetts, party of the second part.

The party of the second part hereby covenants and agrees to and with the party of the first part, for the consideration hereinafter expressed, to make, erect, build, complete, and finish all that certain new work; to wit: the Low Pressure Steam Heating and Ventilating Apparatus in the Hall of Records, for Hampden County, to be erected between Elm and West State Streets, in the City of Springfield, State of Massachusetts, said building being that designed and planned by Shepley, Rutan, & Coolidge, Architects, for the party of the first part; and to furnish all the materials and labor for that purpose. All the work, labor and materials to be done, furnished, used or employed in or upon the said heating apparatus to be substantial, thorough, and of the best quality, and to be rendered furnished, and performed according, subject and conformably to the plans, drawings, and directions of the said Architects, or, in their absence, to the directions of whomsoever may be appointed to represent them, and to the specifications which are hereto annexed, which said plans, drawings and specifications are to be taken and deemed a part of this contract. All the said work to be done and finished to the satisfaction of the party of the first part and the said Architects; and to be fully completed, and the said heating apparatus ready for use by or before the twentieth day of October, 1906.

In case of failure on the part of the party of the second part to fully complete the said heating apparatus at the time specified above, the party of the second part hereby further agrees to pay to the party of the first part, the sum of fifty dollars per diem not as a forfeiture, but as and for the damages of the party of the first part which are hereby liquidated at that sum. Such payment to be on and for each and every day that shall elapse after the time when, by this contract said heating apparatus should be completed, and until its actual completion.

For any delay caused by a strike or lock-out among the workmen in the building trades, additional time (equivalent to said delay) shall be allowed for the completion of this contract: PROVIDED, such strike or lock-out is not caused by any action of the party of the second part. In case of any question as to the responsibility of the party of the second part for any delay by the workmen, such a question shall be submitted to and decided by arbitrators in accordance with the provisions of the section hereinafter contained.

IT IS HEREBY FURTHER AGREED, that the party of the first part, with the advice and consent of the said Architects, may vary the plans and specifications above mentioned, in any respects whatever, without thereby impairing the obligations of this contract; but the same, as so modified, shall, nevertheless, be binding and effectual upon both parties hereto, and in all instances and respects in which such variance shall be made, the same shall be fully reduced to and expressed in writing, prepared and signed by the parties hereto, or by their agents, duly authorized and specially empowered to act in their behalf, be annexed to and made a part of this contract, and only then shall be made and become

operative. And the parties hereto shall be entitled and at liberty to make such change or changes in the terms or amount of payment, under this contract, as may be requisite and proper, upon any variation or alteration of said plans or specifications; and the same shall be made and expressed in the writing above mentioned, at or before the time of signing the same. No order shall be valid unless expressed in writing, with the price annexed, as above described; and no allowance shall be made to, and no claim shall be made by, the contractor for any work performed or materials furnished, in addition to the sum hereinafter agreed to be paid by the party of the first part, unless such work shall have been performed and materials furnished in pursuance of a written order, as above provided.

Should any dispute arise respecting the true construction or meaning of the plans, drawings or specifications, the same shall be referred to the said Architects, whose decision thereon shall be final and conclusive.

Should any dispute arise respecting the true value of the extra work or materials, or of the work or materials omitted in consequence of a variance from the plans and specifications, as above set forth, the same shall be submitted to two competent persons, one to be selected by each of the parties hereto; and such two shall be at liberty, in case of their disagreement, to choose a third person as sole umpire, whose decision shall be final and conclusive upon all parties.

The party of the first part shall not be in any manner answerable or accountable for any loss or damage that shall or may happen to the said heating apparatus or to any part thereof, during the period of construction, and until the full completion of the same, or for any of the materials, tools or other articles used and employed in or about the same.

If at any time there shall be evidence of any lien or claim for which, if established, the owner or said premises might become liable, and which is chargeable to the contractor, the owner shall have the right to retain out of any payment then due, or thereafter to become due, an amount sufficient to completely indemnify it against such lien or claim. Should there prove to be any such claim after all payments are made, the contractor shall refund to the owner all moneys that the latter may be compelled to pay in discharging any lien on said premises made obligatory in consequence of the contractor's default.

The party of the second part shall keep his interest in the said building fully insured against loss or damage by fire, until the completion of the contract.

The said specifications and the said drawings are intended to co-operate, so that any works exhibited in the drawings and not mentioned in the specifications, or vice versa, are to be executed the same as if they were mentioned in the specifications and shown in the drawings, without any extra charge whatever; and any and all difference or discrepancies between the said specifications and the said drawings are

hereby mutually waived by both parties hereto, in so far as the same affect the payments to be made or claimed under this contract.

Should the party of the second part, at any time during the progress of the said work, neglect or refuse to supply a sufficiency of workmen or materials, the party of the first part may provide the same, after six days' notice in writing previously given, if such neglect or refusal shall continue, and finish the said work; and the expense thereof shall be deducted from the amount of payment under this contract.

IT IS HEREBY FURTHER AGREED, for the consideration hereinafter named, that the party of the second part shall, at any time or times within twelve months after the completion of the said heating apparatus at the request of the party of the first part, and without any charge or claim or compensation therefor, make and fully complete any and all repairs, and fully compensate and indemnify the party of the first part for any and all damage that shall or may occur to the said heating apparatus, when such repairs or damage are called for or occasioned by reason of any defect or fault in the workmanship or materials used in the construction of the said heating apparatus; PROVIDED, such repairs or damage are not directly attributable to faults in the Architects' plans or in the material thereby required.

The party of the first part hereby agrees, in consideration of the full and faithful performance of the said several covenants and agreements of the party of the second part, to make payments on or before the tenth day of every month to the party of the second part, not exceeding in the aggregate the sum of eighty-five per cent. of the cost of the work and materials rendered during the preceding month, in lawful money of the United States of America; but no such payment shall be made except on the production and delivery to the party of the first part of a certificate in writing, signed by the said Architects, that this contract has been well and faithfully performed up to the date of such certificate, and that the value of the work, labor, and materials theretofore rendered and employed in and upon the said heating apparatus is at least fifteen per cent. in excess of the payments called for by the party of the second part, to the extent and amount above prescribed. But, on the full and final completion of the said heating apparatus, the party of the first part is to pay, upon the certificate of the said Architects that the same is due, the balance then unpaid of the full cost price of the said completed heating apparatus, reckoning the cost of the said heating apparatus at eight thousand seven hundred (8,700.x/100) dollars.

The contract is applicable to and binding upon the executors, administrators, and assigns and successors, respectively, of the parties hereto; but it is not assignable by the party of the second part, except with the written consent of the party of the first part.

The party of the second part further agrees to observe and conform to all the laws, ordinances, and regulations of the City of Springfield and State of Massachusetts relating to the use and obstruction of streets and sidewalks, in the way of building materials, excavations,

temporary sidewalks, protection of the public from danger, and all other matters whatsoever; and to assume all liability for damage or injury occurring to any persons or property through the negligence or illegal acts of the said party of the second part, his contractors, sub-contractors, agents, or servants; and to indemnify and save harmless the party of the first part from all claims, loss, or cost, by reason of such damage or injury.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Geo. H. McLean.

(L. S.)

W. H. Brainerd)
J. H. Hendrick)
J. M. Sickman)

County
Commissioners.

Bond for Heating
Apparatus

KNOW ALL MEN BY THESE PRESENTS that we, George H. McClean of Springfield, County of Hampden and Commonwealth of Massachusetts, as principal and D. O. Gilmore, A. H. Goetting and William H. Dexter, all of said Springfield as sureties, are holden and stand firmly bound unto the County of Hampden in the sum of Four Thousand (4000) Dollars to the payments of which to the said County of Hampden, its successors or assigns we hereby bind ourselves, our heirs, executors and administrators jointly and severally firmly by these presents. The condition of this obligation is such that whereas the said George H. McLean did upon the Eleventh day of November, A.D. 1905 enter into a contract with the said County of Hampden by its County Commissioners thereunto duly authorized to make, erect, build, complete and finish the low pressure steam heating and ventilating apparatus in the Hall of Records for Hampden County, now in process of erection, according to the terms and provisions of said contract and the plans, drawings and specifications referred to in said contract, which contract, plans, drawings and specifications may be referred to and are made a part hereof.

NOW THEREFORE if the above bounden George H. McClean his heirs, executors, administrators and assigns shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions and agreements in said contract on his or their part to be kept and performed at the time and in the manner therein specified and shall indemnify and save harmless said County of Hampden, its officers and agents as therein stipulated, then this bond shall become null and void, otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF we hereunto set our hands and seals this fifteenth of November, in the Year of our Lord, 1905.

Chas. M. Calhoun
to G. H. McC.

George H. McClean
D. O. Gilmore

(Seal)
(Seal)

In Presence of

F. H. Burt

to

A. H. Goetting

(Seal)

Arthur H. Shaw

George A. Pease
to W. H. D.

Wm. H. Dexter

(Seal)

AGREEMENT AND CONTRACT FOR BUILDING, made this seventh day of June nineteen hundred and six, by and between County of Hampden, Commonwealth of Massachusetts, by the County Commissioners (but not for the members of the Commissioners individually or jointly), party of the first part, and The Fosburgh Company, by its President, R. L. Fosburgh, Building Contractors, doing business in the City of Boston, County of Suffolk, State of Massachusetts, party of the second part.

Contract for Boiler Room, Coal Pocket and Chimney.

The party of the second part hereby covenants and agrees to and with the party of the first part, for the consideration hereinafter expressed, to make, erect, build, complete, and finish all that certain new building, to wit: a Boiler Room, Coal Pocket and Chimney, for the Court House and Hall of Records, in the City of Springfield, State of Massachusetts, as called for by the drawings, specifications and addenda to specifications, with the modifications shown on drawings Nos. 7 and 8; said building being that designed and planned by Shepley, Rutan & Coolidge, Architects, for the party of the first part; and to furnish all the materials and labor for that purpose. All the work, labor and materials to be done, furnished, used or employed in or upon the said building to be substantial, thorough, and of the best quality, and to be rendered furnished, and performed according, subject and conformably to the plans, drawings, and directions of the said Architects, or, in their absence, to the directions of whomsoever may be appointed to represent them, and to the specifications which are hereto annexed, which said plans, drawings, and specifications are to be taken and deemed a part of this contract. All the said work to be done and finished to the satisfaction of the party of the first part and the said Architects; and to be fully completed, and the said building ready for occupation, by or before the twentieth day of October, nineteen hundred and six.

In case of failure on the part of the party of the second part to fully complete the said building at the time specified above, the party of the second part hereby further agrees to pay to the party of the first part, the sum of twenty-five (\$25.00) per diem not as a forfeiture but as and for the damages of the party of the first part which are hereby liquidated at that sum. Such payment to be on and for each and every day that shall elapse after the time when, by this contract said building should be completed, and until its actual completion.

For any delay caused by a strike or lock-out among the workmen in the building trades, additional time (equivalent to said delay) shall be allowed for the completion of this contract: PROVIDED, such strike or lock-out is not caused by any action of the party of the second part. In case of any question as to the responsibility of the party of the second part for any delay by the workmen, such a question shall be submitted to and decided by arbitrators in accordance with the provisions of the section hereinafter contained.

IT IS HEREBY FURTHER AGREED, that the party of the first part, with the advice and consent of the said Architects, may vary the plans and specifications above mentioned, in any respects whatever, without there-

by impairing the obligations of this contract; but the same, as so modified, shall, nevertheless, be binding and effectual upon both parties hereto, and in all instances and respects in which such variance shall be made, the same shall be fully reduced to and expressed in writing, prepared and signed by the parties hereto, or by their agents, duly authorized and specially empowered to act in their behalf, be annexed to and made a part of this contract, and only then shall be made and become operative. And the parties hereto shall be entitled and at liberty to make such change or changes in the terms or amount of payment, under this contract, as may be requisite and proper, upon any variation or alteration of said plans or specifications; and the same shall be made and expressed in the writing above mentioned, at or before the time of signing the same. No order shall be valid unless expressed in writing, with the price annexed, as above described; and no allowance shall be made to, and no claim shall be made by, the contractor for any work performed or materials furnished, in addition to the sum hereinafter agreed to be paid by the party of the first part, unless such work shall have been performed and materials furnished in pursuance of a written order, as above provided.

Should any dispute arise respecting the true construction or meaning of the plans, drawings or specifications, the same shall be referred to the said Architects, whose decision thereon shall be final and conclusive.

Should any dispute arise respecting the true value of the extra work or materials, or of the work or materials omitted in consequence of a variance from the plans and specifications, as above set forth, the same shall be submitted to two competent persons, one to be selected by each of the parties hereto; and such two shall be at liberty, in case of their disagreement, to choose a third person as sole umpire, whose decision shall be final and conclusive upon all parties.

The party of the first part shall not be in any manner answerable or accountable for any loss or damage that shall or may happen to the said building, or to any part thereof, during the period of construction, and until the full completion of the same, or for any of the materials, tools or other articles used and employed in or about the same.

If at any time there shall be evidence of any lien or claim for which, if established, the owner or said premises might become liable, and which is chargeable to the contractor, the owner shall have the right to retain out of any payment then due, or thereafter to become due, an amount sufficient to completely indemnify it against such lien or claim. Should there prove to be any such claim after all payments are made, the contractor shall refund to the owner all moneys that the latter may be compelled to pay in discharging any lien on said premises made obligatory in consequence of the contractor's default.

The party of the second part shall keep his interest in the said building fully insured against loss or damage by fire, until the completion of the contract.

The said specifications and the said drawings are intended to co-operate, so that any works exhibited in the drawings and not mentioned in the specifications, or vice versa, are to be executed the same as if they were mentioned in the specifications and shown in the drawings, without any extra charge whatever; and any and all difference or discrepancies between the said specifications and the said drawings are hereby mutually waived by both parties hereto, in so far as the same affect the payments to be made or claimed under this contract.

Should the party of the second part, at any time during the progress of the said work, neglect or refuse to supply a sufficiency of workmen or materials, the party of the first part may provide the same, after six days' notice in writing previously given, if such neglect or refusal shall continue, and finish the said work; and the expense thereof shall be deducted from the amount of payment under this contract.

IT IS HEREBY FURTHER AGREED, for the consideration hereinafter named, that the party of the second part, shall, at any time or times within twelve months after the completion of the said building, at the request of the party of the first part, and without any charge or claim or compensation therefor, make and fully complete any and all repairs, and fully compensate and indemnify the party of the first part for any and all damage that shall or may occur to the said building or to the furniture or contents thereof, when such repairs or damage are called for or occasioned by reason of any defect or fault in the workmanship or materials used in the construction of the said building; PROVIDED, such repairs or damage are not directly attributable to faults in the Architects' plans, or in the material thereby required.

The party of the first part hereby agrees, in consideration of the full and faithful performance of the said several covenants and agreements of the party of the second part, to make payments on or before the tenth day of every month to the party of the second part, not exceeding in the aggregate the sum of eighty-five per cent. of the cost of the work and materials rendered during the preceding month, in lawful money of the United States of America; but no such payment shall be made except on the production and delivery to the party of the first part of a certificate in writing, signed by the said Architects, that this contract has been well and faithfully performed up to the date of such certificate, and that the value of the work, labor, and materials theretofore rendered and employed in and upon the said building is at least fifteen per cent. in excess of the payments called for by the party of the second part, to the extent and amount above prescribed. But, on the full and final completion of the said building, the party of the first part is to pay, upon the certificate of the said Architects that the same is due, the balance then unpaid of the full cost price of the said completed building, reckoning the cost of the said building at twenty-seven thousand six hundred and fifty-four (27,654.x/100) dollars.

The contract is applicable to and binding upon the executors, administrators, and assigns and successors, respectively, of the parties hereto; but it is not assignable by the party of the second part, except

with the written consent of the party of the first part.

The party of the second part further agrees to observe and conform to all the laws, ordinances, and regulations of the City of Springfield and State of Massachusetts relating to the use and obstructions of streets and sidewalks, in the way of building materials, excavations, temporary sidewalks, protection of the public from danger, and all other matters whatsoever; and to assume all liability for damage or injury occurring to any persons or property through the negligence or illegal acts of the said party of the second part, his contractors, sub-contractors, agents, or servants; and to indemnify and save harmless the party of the first part from all claims, loss, or cost, by reason of such damage or injury.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

(L. S.) J. H. Hendrick)
J. M. Sickman) County
C. H. Nutting) Commissioners.

(L. S.) The Fosburgh Company,
By R. L. Fosburgh,
President.

SHEPLEY, RUTAN & COOLIDGE.
Architects.

\$625.x/100

29 August, 1906.

ORDER NO. 1.

The Fosburgh Co.

You are hereby ordered to add to the contract of 7 June 1906 with County of Hampden, State of Massachusetts for the Boiler Room, Coal Pocket and Chimney for Hall of Records & Court House at Springfield, Mass. the sum of six hundred and twenty-five x/100 Dollars for cutting door through granite wall into old Court House, furnishing iron stairs, fireproof door, granolithic steps, platform, etc. all as shown on drawing dated July 27, 1906.

Approved.

J. H. Hendrick) Co.
J. M. Sickman) Comrs.

Accepted.

The Fosburgh Company, Shepley, Rutan & Coolidge,
By R. L. Fosburgh, Architects.
President.

Amount of Contract.	Amount of Additions.	Total Amount.
\$27,654.00	\$625.00	\$28,279.00

Bond for Boiler
Room, Coal Pocket,
and Chimney.

BOND NO. _____

THE TITLE GUARANTY & SURETY COMPANY.

Know all men by these presents:

That THE FOSBURGH COMPANY, a corporation organized under the laws of the State of Maine (hereinafter called the Principal), and THE TITLE GUARANTY & SURETY COMPANY, a corporation created and existing under the

laws of the Commonwealth of Pennsylvania, and whose principal office is located in the City of Scranton, Commonwealth of Pennsylvania, (hereinafter called the Surety), are held and firmly bound unto COUNTY OF HAMPDEN (hereinafter called the Obligee), in the full and just sum of Fourteen thousand (\$14,000.00) Dollars, lawful money of the United States, to the payment of which sum, well and truly to be made, the said Principal binds itself, its successors and assigns, jointly and severally, firmly by these presents. Signed, sealed and delivered this 7th day of June A.D. 1906.

WHEREAS, said Principal has entered into a certain written contract with the Obligee, to make, erect, build, complete and finish all that certain new building, to wit: a Boiler Room, Coal Pocket and Chimney, for the Court House and Hall of Records, in the City of Springfield and Commonwealth of Massachusetts, said contract bearing the date of June 7th, 1906.

NOW, THEREFORE, The condition of the foregoing obligation is such that if the said Principal shall well and truly indemnify and save harmless the said Obligee from any pecuniary loss resulting from the breach of any of the terms, covenants and conditions of the said contract on the part of the said Principal to be performed, then this obligation shall be void; otherwise to remain in full force and effect in law; PROVIDED, however, that this bond is issued subject to the following conditions and provisions:

FIRST, That no liability shall attach to the Surety hereunder unless, in the event of any default on the part of the Principal in the performance of any of the terms, covenants or conditions of the said contract, the Obligee shall promptly and immediately upon knowledge thereof, deliver to the Surety at its office in the City of Scranton, Penna., written notice thereof with a statement of the principal facts showing such default and the date thereof; nor unless the said Obligee shall deliver written notice to the Surety at its office aforesaid before making to the Principal the final payment provided for under the contract herein referred to.

SECONDLY, That in no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or other proceeding thereon that is instituted later than six months from the completion of said contract.

THIRDLY, That in no event shall the Surety be liable for any damage resulting from, or for the construction or repair of any work damaged or destroyed by an act of God, or the public enemies, or mobs, or riots, or civil commotion, or by employes leaving the work being done under the said contract, on account of so-called "strikes" or labor difficulties.

IN TESTIMONY WHEREOF, the said Principal has caused these presents to be sealed with its corporate seal, attested by the signature of its duly authorized officers, and the said Surety has caused these presents to be sealed with its corporate seal, attested by the signature of its attorney-in-fact the day and year first above written.

Signed, Sealed and Delivered
in the presence of

.....
.....

The Fosburgh Company, (L. S.)

By R. L. Fosburgh,
President.

Attest:

H. Cummings, Jr.,
Secretary.

(L. S.) The Title Guaranty & Surety Company.

By Winslow Warren, Jr.,
Its Attorney-in-fact.

Endorsed on back as follows:

Received Mar. 7, '07. 3:52 P. M.

Fred A. Bearse,
County Treasurer.

On the nineteenth day of June, nineteen hundred and six, it was voted that the FitzGibbon boilers be installed in the new boiler room, J. H. Hendrick and C. H. Nutting, Esquires voting in the affirmative and J. M. Sickman, Esq. in the negative.

Contract for
Boiler Plant for
Hall of Records &
Court House.

AGREEMENT AND CONTRACT FOR BUILDING, made this -----day of June nineteen hundred and six by and between County of Hampden, Commonwealth of Massachusetts, by the County Commissioners (but not for the members of the Commissioners individually or jointly) party of the first part, and George H. McClean, Heating Contractor, doing business in the City of Springfield, State of Massachusetts, party of the second part.

The party of the second part hereby covenants and agrees to and with the party of the first part, for the consideration hereinafter expressed, to make, erect, build, complete, and finish all that certain new work, to wit: a Central Boiler Plant for the Hall of Records and Court House Building, for Hampden County, in the City of Springfield, State of Massachusetts, using three Fitzgibbons Boilers as called for in Addendum to Specifications and omitting the smoke consumers; said boiler plant being that designed and planned by Shepley, Rutan & Coolidge, Architects, for the party of the first part; and to furnish all the materials and labor for that purpose. All the work, labor and materials to be done, furnished, used or employed in or upon the said boiler plant to be substantial, thorough, and of the best quality, and to be rendered furnished, and performed according, subject and conformably to the plans, drawings, and directions of the said Architects, or, in their absence, to the directions of whomsoever may be appointed to represent them, and to the specifications which are hereto annexed, which said plans, drawings, and specifications are to be taken and deemed a part of this contract. All the said work to be done and finished to the satisfaction of the party of the first part and the said Architects; and to be fully completed, and the said boiler plant ready for use, by or before the twentieth day of October, nineteen hundred and six.

In case of failure on the part of the party of the second part to fully complete the said boiler plant at the time specified above, the party of the second part hereby further agrees to pay to the party of

the first part, the sum of \$25.00 (twenty-five dollars) per diem not as a forfeiture, but as and for the damages of the party of the first part which are hereby liquidated at that sum. Such payment to be on and for each and every day that shall elapse after the time when, by this contract said boiler plant should be completed, and until its actual completion.

For any delay caused by a strike or lock-out among the workmen in the building trades, additional time (equivalent to said delay) shall be allowed for the completion of this contract: PROVIDED, such strike or lock-out is not caused by any action of the party of the second part. In case of any question as to the responsibility of the party of the second part for any delay by the workmen, such a question shall be submitted to and decided by arbitrators in accordance with the provisions of the section hereinafter contained.

IT IS HEREBY FURTHER AGREED, that the party of the first part, with the advice and consent of the said Architects, may vary the plans and specifications above mentioned, in any respects whatever, without thereby impairing the obligations of this contract; but the same, as so modified, shall, nevertheless, be binding and effectual upon both parties hereto, and in all instances and respects in which such variance shall be made, the same shall be fully reduced to and expressed in writing, prepared and signed by the parties hereto, or by their agents, duly authorized and specially empowered to act in their behalf, be annexed to and made a part of this contract, and only then shall be made and become operative. And the parties hereto shall be entitled and at liberty to make such change or changes in the terms or amount of payment, under this contract, as may be requisite and proper, upon any variation or alteration of said plans or specifications; and the same shall be made and expressed in the writing above mentioned, at or before the time of signing the same. No order shall be valid unless expressed in writing, with the price annexed, as above described; and no allowance shall be made to, and no claim shall be made by, the contractor for any work performed or materials furnished, in addition to the sum hereinafter agreed to be paid by the party of the first part, unless such work shall have been performed and materials furnished in pursuance of a written order, as above provided.

Should any dispute arise respecting the true construction or meaning of the plans, drawings or specifications, the same shall be referred to the said Architects, whose decision thereon shall be final and conclusive.

Should any dispute arise respecting the true value of the extra work or materials, or of the work or materials omitted in consequence of a variance from the plans and specifications, as above set forth, the same shall be submitted to two competent persons, one to be selected by each of the parties hereto; and such two shall be at liberty in case of their disagreement, to choose a third person as sole umpire, whose decision shall be final and conclusive upon all parties.

The party of the first part shall not be in any manner answerable or accountable for any loss or damage that shall or may happen to the said boiler plant or to any part thereof, during the period of construction, and until the full completion of the same, or for any of the materials, tools or other articles used and employed in or about the same.

If at any time there shall be evidence of any lien or claim for which, if established, the owner or said premises might become liable, and which is chargeable to the contractor, the owner shall have the right to retain out of any payment then due, or thereafter to become due, an amount sufficient to completely indemnify it against such lien or claim. Should there prove to be any such claim after all payments are made, the contractor shall refund to the owner all moneys that the latter may be compelled to pay in discharging any lien on said premises made obligatory in consequence of the contractor's default.

The party of the second part shall keep his interest in the said boiler plant fully insured against loss or damage by fire, until the completion of the contract.

The said specifications and the said drawings are intended to co-operate, so that any works exhibited in the drawings and not mentioned in the specifications, or vice versa, are to be executed the same as if they were mentioned in the specifications and shown in the drawings, without any extra charge whatever; and any and all difference or discrepancies between the said specifications and the said drawings are hereby mutually waived by both parties hereto, in so far as the same affect the payments to be made or claimed under this contract.

Should the party of the second part, at any time during the progress of the said work, neglect or refuse to supply a sufficiency of workmen or materials, the party of the first part may provide the same, after six days' notice in writing previously given, if such neglect or refusal shall continue, and finish the said work; and the expense thereof shall be deducted from the amount of payment under this contract.

IT IS HEREBY FURTHER AGREED, for the consideration hereinafter named, that the party of the second part shall, at any time or times within twelve months after the completion of the said boiler plant, at the request of the party of the first part, and without any charge or claim or compensation therefor, make and fully complete any and all repairs, and fully compensate and indemnify the party of the first part for any and all damage that shall or may occur to the said boiler plant, when such repairs or damage are called for or occasioned by reason of any defect or fault in the workmanship or materials used in the construction of the said boiler plant: PROVIDED, such repairs or damage are not directly attributable to faults in the Architects' plans, or in the material thereby required.

The party of the first part hereby agrees, in consideration of the full and faithful performance of the said several covenants and agreements of the party of the second part, to make payments on or before the

tenth day of every month to the party of the second part, not exceeding in the aggregate the sum of eighty-five per cent. of the cost of the work and materials rendered during the preceding month, in lawful money of the United States of America; but no such payment shall be made except on the production and delivery to the party of the first part of a certificate in writing, signed by the said Architects, that this contract has been well and faithfully performed up to the date of such certificate, and that the value of the work, labor, and materials theretofore rendered and employed in and upon the said boiler plant is at least fifteen per cent. in excess of the payments called for by the party of the second part, to the extent and amount above prescribed. But, on the full and final completion of the said boiler plant, the party of the first part is to pay, upon the certificate of the said Architects that the same is due, the balance then unpaid of the full cost price of the said completed boiler plant, reckoning the cost of the said boiler plant at nine thousand nine hundred and eighty-five (9,985.x/100) dollars.

The contract is applicable to and binding upon the executors, administrators, and assigns and successors, respectively, of the parties hereto; but it is not assignable by the party of the second part, except with the written consent of the party of the first part.

The party of the second part further agrees to observe and conform to all the laws, ordinances, and regulations of the City of Springfield, and State of Massachusetts relating to the use and obstruction of streets and sidewalks, in the way of building materials, excavations, temporary sidewalks, protection of the public from danger, and all other matters whatsoever; and to assume all liability for damage or injury occurring to any persons or property through the negligence or illegal acts of the said party of the second part, his contractors, sub-contractors, agents, or servants; and to indemnify and save harmless the party of the first part from all claims, loss or cost, by reason of such damage or injury.

Geo. H. McClean (Seal)

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

J. H. Hendrick

J. M. Sickman (L. S.)

C. H. Nutting

KNOW ALL MEN BY THESE PRESENTS, that we, George H. McClean of Springfield, County of Hampden and Commonwealth of Massachusetts, as principals, and D. O. Gilmore, A. H. Goetting and H. J. Pratt, all of said Springfield, as sureties, are holden and stand firmly bound unto the County of Hampden in the sum of five thousand (5000) dollars successors or assigns we hereby bind ourselves, our heirs, executors and administrators jointly and severally firmly by these presents. The condition of this obligation is such that whereas the said George H. McClean did upon the fifth day of June A.D. 1906, enter into a contract with said

Bond for heating & ventilating apparatus.

County of Hampden by its County Commissioners thereunto duly authorized to make, erect, build, complete and finish the low pressure steam heating and ventilating apparatus in the Hall of Records Power House for Hampden County, now in process of erection, according to the terms and provisions of said contract and the plans, drawings, and specifications referred to in said contract, which contract, plans, drawings and specifications may be referred to and are made a part hereof.

NOW THEREFORE if the above bounden George H. McClean his heirs, executors, administrators and assigns shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions and agreements in said contract on his or their part to be kept and performed at the time and in the manner therein specified and shall indemnify and save harmless said County of Hampden, its officers and agents as therein stipulated, then this bond shall become null and void otherwise it shall be and remain in full force and virtue.

In Witness Whereof we hereunto set our hands and seals this
29th day of June, in the year of our Lord, 1906.

In presence of

George W. Bowman	Geo. H. McClean	(Seal)
A. G. Brady	D. O. Gilmore	(Seal)
F. H. Burt	A. H. Goetting	(Seal)
J. F. Richards	H. J. Pratt	(Seal)

Contract for
lighting fixtures.

AGREEMENT AND CONTRACT FOR BUILDING made this fifteenth day of October, nineteen hundred and six by and between County of Hampden, Commonwealth of Massachusetts, by the County Commissioners (but not for the members of the Commissioners individually or jointly) party of the first part, and Bradley & Hubbard Manufacturing Company, a Corporation duly established by law and having a usual place of business in Meriden, in the State of Connecticut, party of the second part.

The party of the second part hereby covenants and agrees to and with the party of the first part, for the consideration hereinafter expressed, to make, erect, build, complete, and finish all that certain new work, to wit; the combination gas and electric fixtures in the Hall of Records, for Hampden County, in accordance with the specifications, schedule and drawings exhibited, which are hereby made a part of this contract, and to complete said work finished in every respect to the satisfaction of the said party of the first part, on or before the twenty-fourth day of December next.

In consideration whereof, the said party of the first part agrees to pay to the said party of the second part, the sum of two thousand four hundred and forty-five dollars and twenty-one cents (\$2445.21) which sum shall be in full of all its demands and claims, against the said party of the first part.

And it is further stipulated that no laborer, workman, or mechanic in the employ of the contractor, sub-contractor, or other person doing or contracting to do the whole or a part of the work contemplated by the contract shall be required to work more than eight hours in any one

calendar day.

In witness whereof, we have hereunto set our hands and seals, on the day and year first above written.

The Bradley & Hubbard Mfg. Co. (Seal)

F. S. Brooks.

(L. S.)

J. H. Hendrick }
J. M. Sickman } County Commissioners.

Endorsed as follows:

Received Oct. 16, 1906.

To the Fosburgh Company, a corporation having its usual place of business at Boston, in the Commonwealth of Massachusetts.

You are hereby notified that because of your neglect and refusal to supply a sufficiency of workmen and material to perform and finish two contracts made by you with the County of Hampden, one to erect a Hall of Records, which contract is dated Nov. 9th, 1905, and one to construct a boiler room, coal pocket, and chimney, which contract is dated June 7th, 1906, the said County of Hampden will at the expiration of six days after this notice is served upon you, if such neglect and refusal to supply a sufficiency of workmen and materials shall then continue, provide said workmen and material and finish said work according to the terms of said contracts, and that the expenses will be deducted from the amount of payment due you under said contracts.

Springfield, Mass., May 27, 1907.

Hampden County

J. M. Sickman }
C. H. Nutting } County Commissioners.
Chas. C. Spellman }

Endorsed on back as follows:-

Due and sufficient service of the within notice is hereby acknowledged.

May 31st, 1907.

The Fosburgh Company,

By John R. Bickford,
President.

Notice of failure
to complete Hall
of Records.

Vote

October 7, 1908.

Voted: To put in the hands of Stephen S. Taft, the matter of abating the nuisance at the House of Correction.

Released from
Training School on
parole.

William R. Roberts

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden holden at Springfield, within and for said County, on the seventh day of October A. D. 1908.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of William R. Roberts of North Adams, Mass. from the Hampden County Training School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of North Adams, Mass. after due notice and hearing, it is considered and adjudged by said commissioners that it will be for the best interest of the said William R. Roberts to be at liberty.

And thereupon said Commissioners order that he be released forthwith, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of North Adams, Mass.

Robert O. Morris, Clerk.

Released from
Training School on
parole.

John E. Farley

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the seventh day of October A.D. 1908.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of John E. Farley of Pittsfield, Mass. from the Hampden County Training School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Pittsfield, Mass. after due notice and hearing, it is considered and adjudged by said commissioners that it will be for the best interest of the said John E. Farley to be at liberty.

And thereupon, said Commissioners order that he be released forthwith, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of Pittsfield.

Robert O. Morris, Clerk.

October Meeting, 1908

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the seventh day of October A. D. 1908.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of John K. Perry of Pittsfield, Mass. from the Hampden County Training School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Pittsfield, after due notice and hearing, it is considered and adjudged by said commissioners that it will be for the best interest of the said John K. Perry to be at liberty.

And thereupon said Commissioners order that he be released forthwith, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of Pittsfield.

Robert O. Morris, Clerk.

Released from Training School on parole
John K. Perry

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. September 24, 1908.

Whereas it appears to the satisfaction of said County Commissioners that Thomas Perault of Pittsfield, in Berkshire county, a child committed to the Hampden County Training School, by the Police Court of the city of Pittsfield, has violated the conditions of his parole issued to him by said Commissioners on the twenty-sixth day of May, 1908.

It is therefore ordered that said parole be revoked and that an order issue to arrest said child and return him to said Training School.

C. H. Nutting)
Chas. C. Spellman) County
J. M. Sickman) Commissioners.

Order revoking parole.

Thomas Perault

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the tenth day of October A. D. 1908.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of Hector Major of North Adams, Mass. from the Hampden County Training School, a notice and opportunity to be heard having been given to the Superin-

Released from Training School on parole
Hector Major

tendent of Schools of the city of North Adams, Mass. after due notice and hearing, it is considered and adjudged by said commissioners that it will be for the best interest of the said Hector Major to be at liberty.

And thereupon said Commissioners order that he be released forthwith, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of North Adams, Mass.

Robert O. Morris, Clerk.

Released from
Training School,
on parole.
Victor Major.

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the tenth day of October A.D. 1908.

Voted: A request having been made to the County Commissioners of the County of Hampden, by Erwin G. Ward for the release of Victor Major of North Adams, Mass. from the Hampden County Training School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of North Adams, Mass. after due notice and hearing, it is considered and adjudged by said commissioners that it will be for the best interest of the said Victor Major to be at liberty.

And thereupon said Commissioners order that he be released forthwith, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of North Adams, Mass.

Robert O. Morris, Clerk.

Selectmen of Russell et al. Petrs.
for abolition of
grade crossing.
"Montgomery Road"
in Russell.

No. 882.

Commonwealth of Massachusetts.

Hampden, ss:

Superior Court.

Equity.

Selectmen of the town of Russell and directors of the Boston and Albany Railroad Company, joint petitioners for the abolition of grade crossing in the town of Russell.

FINDING OF COMMISSION.

In the above entitled matter we, Walter Perley Hall, George W. Bishop and Clinton White, being the members of the Board of Railroad Commissioners, were, in accordance with a written agreement of the parties hereto, appointed a commission under the provisions of the Acts of 1906, chapter 463, part 1, section 29, the 30th day of July, A.D.

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1908, to act upon the petition filed in this cause.

Due notice of a hearing was given and a hearing held at the office of the Board, 20 Beacon street, Boston, on the 18th day of August, 1908. At said hearing the selectmen of Russell were represented by L. F. Hardy, Esq., their attorney, the Boston and Albany Railroad Co. (The New York Central and Hudson River Railroad Company, lessee) by W. H. Brooks, Esq., its attorney. The Commonwealth of Massachusetts was not represented at the hearing, but the attorney general had notice of the proceedings.

We heard and considered all the evidence and arguments which the parties desired to present. All parties agreed that the security and convenience of the public required an alteration by which the grade crossing of Montgomery road, so called, in the town of Russell, should be abolished.

Now, after due consideration, we decide that the security and convenience of the public require that alteration should be made in said Montgomery road crossing, in the approaches thereto and in the location and grade of said Montgomery road, so as to avoid a crossing at grade, and we prescribe the manner and limits within which said alterations shall be made. In accordance with a plan entitled "Elimination of Grade Crossing, Russell," dated June 23, 1908, and signed by us.

Said plan, together with all lines, marks, figures and directions thereon is to be taken together with our report and decision as a part hereof:

Said Montgomery road shall pass over the said Boston and Albany Railroad on a suitable bridge having its surface at least twenty (20) feet above the tracks of said railroad, the grade of which is not to be changed.

The location of the said Montgomery Road on the westerly side of the Boston and Albany Railroad shall remain unchanged. On the easterly side of the railroad the location of the said Montgomery Road shall be altered so that said road may be constructed within the following lines:-

Beginning at the intersection of the center line of said Montgomery Road as at present located, with the center line between the main tracks of the Boston and Albany Railroad, the center line of said Montgomery Road as herein altered shall run south seventy-nine (79) degrees and fifty-six (56) minutes east, one hundred and forty-six and one one-hundredth (146.01) feet; thence northeasterly by a line curving to the left with a radius of sixty-one and five-tenths (61.5) feet, ninety-two and twenty one-hundredths (92.20) feet; thence north fourteen (14) degrees and ten (10) minutes east, two hundred and twenty-two and seventy-five one-hundredths (222.75) feet; thence north eighty-six (86) degrees and ten (10) minutes east, about eighty-four (84) feet to the westerly line of said Montgomery Road as at present located.

The southerly and easterly line of said Montgomery Road as altered shall be located as follows:-

Beginning at a point distant fifty-two (52) feet easterly from the

said center line between the main tracks of the Boston and Albany Railroad measured at right angles therewith and distant forty-two and five-tenths (42.5) feet southerly from the center line of said Montgomery Road as hereinbefore established; thence running south eighty-two (82) degrees and thirty-two (32) minutes east, ninety-seven and two one-hundredths (97.02) feet to a point, distant thirty-eight (38) feet southerly from said center line of said Montgomery Road; thence running northeasterly by a line curving to the left parallel with and distant thirty-eight (38) feet southeasterly from said new center line of said Montgomery Road one hundred and forty-nine and seventeen one-hundredths (149.17) feet; thence running north ten (10) degrees and forty-six (46) minutes east, two hundred and five and forty-seven one-hundredths (205.47) feet; thence running north eighty-six (86) degrees and ten (10) minutes east, about sixty-five (65) feet to the said westerly line of said Montgomery Road as at present located.

The northerly and westerly line of said Montgomery Road as altered shall be located as follows:-

Beginning at a point distant fifty-two (52) feet easterly from the said center line between the main tracks of the Boston and Albany Railroad, measured at right angles therewith, and distant forty-seven and five-tenths (47.5) feet northerly from the said center line of said Montgomery Road; thence running south seventy-four (74) degrees and thirty-eight (38) minutes east, ninety and eighty-seven one-hundredths (90.87) feet to a point distant thirty-nine (39) feet northerly from the said center line of said Montgomery Road; thence running northeasterly by a line curving to the left parallel with and distant thirty-nine (39) feet northwesterly from said new center line of said Montgomery Road thirty-three and seventy-three one-hundredths (33.73) feet; thence running north seventeen (17) degrees and fifty (50) minutes east, two hundred and forty-one and sixty-one one-hundredths (241.61) feet; thence running north eighty-six (86) degrees and ten (10) minutes east, about one hundred and one (101) feet to the said westerly line of said Montgomery Road as at present located.

The land lying between said southerly and easterly line, and said northerly and westerly line, is hereby taken for said Montgomery Road.

Said Montgomery Road shall be carried over the tracks of the Boston and Albany Railroad on a steel bridge of two (2) spans with a clear headroom of eighteen (18) feet between the top of the rails of the railroad tracks and the underside of said bridge.

The grade of said Montgomery Road across the Westfield River and the bridge by which it is to cross said river, shall be raised so that from the said bridge over the railroad tracks the grade of said Montgomery Road westward shall be level until said level grade shall meet the present grade of said road. From the said bridge over the railroad tracks the grade of said Montgomery Road eastward shall descend at the rate of six (6) feet in one hundred (100)-feet, for a distance of three hundred and fifty (350) feet; thence the grade shall be level for a distance of seventy (70) feet, and thence it shall rise at the rate

of six (6) feet in one hundred (100) feet for a distance of seventy-five (75) feet to the point where the new location of said Montgomery Road meets the present location of said road; thence the grade shall rise both northerly and southerly along the present location of said road at the rate of four (4) feet in one hundred (100) feet until the new grade meets the present grade of said road. Vertical curves shall be made at all grade intersections.

For the purpose of placing necessary slopes upon land abutting on said Montgomery Road, the two (2) following parcels of land are hereby taken for highway purposes, subject to any use thereof which does not interfere with the maintenance of said road at the grade and width herein provided for.

PARCEL NO. 1.

Beginning at a point in the southerly line of said Montgomery Road opposite a point on the center line of said road - which is distant six hundred and seven and sixty-eight one-hundredths (607.68) feet westerly from the said center line between the main tracks of the Boston and Albany Railroad; thence running south eighty-four (84) degrees and seven (07) minutes east, one hundred and eight and nineteen one-hundredths (108.19) feet to a point distant forty-two and five-tenths (42.5) feet southerly from the center line of said road; thence running south eighty-nine (89) degrees and forty-one (41) minutes east by a line parallel with and distant forty-two and five-tenths feet southerly from said center line, about one hundred and seventy-two (172) feet to the Westfield river; thence running northerly by said river to the present southerly line of said road; thence running westerly by the present southerly line of said road to the place of beginning.

PARCEL NO. 2.

Beginning at a point in the northerly line of said Montgomery Road opposite a point on the center line of said road - which is distant six hundred and seven and sixty-eight one-hundredths (607.68) feet westerly from the said center line between the main tracks of the Boston and Albany Railroad; thence running north seventy-seven (77) degrees and thirty (30) minutes east, one hundred and ten and forty-three one-hundredths (110.43) feet to a point distant forty-seven and five tenths (47.5) feet northerly from the center line of said road; thence running south eighty-nine (89) degrees and forty-one (41) minutes east by a line parallel with and distant forty-seven and five tenths (47.5) feet northerly from said center line about one hundred and seventy-eight (178) feet to the Westfield river; thence running southerly by said river to the present northerly line of said road; thence running westerly by the present northerly line of said road to the place of beginning.

The said bridge of two (2) spans hereinbefore ordered to be built over the railroad tracks, shall extend from an abutment to be built on the easterly side of the railroad tracks, westerly about one hundred and twenty (120) feet to a pier to be built upon the easterly abutment of the highway bridge over the Westfield river at this point, recently

destroyed.

The face of said abutment on the easterly side of the railroad tracks shall be located parallel with the center line between the main tracks of the railroad, and distant fifty-two (52) feet easterly therefrom.

A pier of masonry shall be constructed parallel with the said center line between said main tracks and distant seventy-four (74) feet westerly from said abutment last described.

Piers shall be built upon the two abutments and central pier of said said bridge over the river of sufficient height to provide proper support for the bridge which is to be built by and at the expense of said Town of Russell by agreement over and across said river at the new grade hereinbefore ordered, and for the support of the westerly end of the westerly span of the bridge herein ordered to be built over the said railroad tracks.

An abutment of masonry shall be built distant twenty (20) feet westerly from the westerly end of said bridge over the river, for the purpose of retaining the earth filling required to raise the grade of said Montgomery Road to the elevation hereinbefore ordered. A bridge twenty (20) feet in length shall be built from said abutment to the westerly end of said bridge over the river.

All of said abutments and piers shall be built of suitable masonry, either concrete or stone.

The said bridge of two spans over the railroad tracks shall be constructed of sufficient width to provide a roadway seventeen (17) feet wide in the clear between the bridge fenders and a sidewalk on the northerly side of the bridge six (6) feet wide between the center of the fence and the center of the bridge girder between the sidewalk and the roadway.

The superstructure of the said bridge shall consist of steel girders placed twenty (20) feet apart, measured on centers, with steel floor beams, hard pine floor joists and under floor, and spruce plank wearing surface.

The superstructure of said bridge twenty (20) feet in length at the westerly end of said bridge over the river shall consist of steel beams, with hard pine under-floor and spruce plank wearing surface.

Both of said bridges shall be designed and built of sufficient strength to carry safely a steam road-roller weighing fifteen (15) tons, and a uniformly distributed load of one hundred (100) pounds per square foot of surface of roadway and sidewalk.

That portion of said Montgomery Road lying westerly of the Westfield river shall be graded to a width of twenty-four (24) feet in the clear between fences, with a sidewalk six (6) feet wide on northerly side thereof. That portion lying easterly of the bridge over the railroad tracks shall be graded to a width of twenty (20) feet in the clear between fences.

The surface of the roadway shall be covered with good gravel eight

(8) inches in depth, with a crown of six (6) inches in the middle. The surface of the sidewalk shall be of clean gravel or cinders.

Substantial wooden fences not less than three (3) feet and six (6) inches high shall be built upon both sides of said new road at the top of the embankment.

The railroad passenger station at Russell shall be moved from its present location, northward, about three hundred (300) feet to a point shown on said plan, and placed upon a new masonry foundation. A water pipe shall be laid from a point near the present location of the station as shown on said plan, to the new site of said passenger station. Proper drainage shall be provided from said passenger station in its new position. Suitable platforms of granolithic construction, similar to those now in use at said station, shall be built at the new site of the station. A suitable approach to the said passenger station at its new site shall be constructed from the new location of said Montgomery Road as shown on said plan. Suitable stairs of wood shall be constructed from the easterly abutment of said bridge to the passenger station platform as shown on said plan.

The Railroad Company's freight house now located on the westerly side of the railroad shall be moved northerly about four hundred and fifty (450) feet to a point on the easterly side of the railroad, placed upon a proper foundation, and provided with a suitable platform as shown on said plan.

The section house belonging to said Railroad Company and now located on the westerly side of the railroad shall be moved southerly about five hundred (500) feet to a point on the easterly side of the railroad as shown on said plan.

Certain railroad tracks now crossing said Montgomery Road and leading to the charcoal kilns, brick kilns and gravel pit, shall be taken up and relocated and laid as shown upon said plan.

So much of the present location of said Montgomery Road as lies within the following described lines is hereby discontinued:-

Beginning at the intersection of the southerly line of the present location of said Montgomery Road with the southerly line of the new location of said road as hereinbefore established; thence running northeasterly by the said southerly line of said new location of said road eighty-four and fifty-two one-hundredths (84.52) feet to the northwesterly line of the present location of said road; thence running northeasterly by the said northwesterly line of the present location of said road, one hundred and forty-eight and seventeen one-hundredths (148.17) feet to an angle; thence running southerly across the present location of said road sixty-five and twenty-six one-hundredths (65.26) feet to the southeasterly line thereof; thence running southwesterly by the said southeasterly and southerly line thereof two hundred and nine and two one-hundredths (209.02) feet to the place of beginning.

So much of said Montgomery Road as lies beneath the superstructure

of the bridge of two spans over the railroad tracks and between the easterly abutment thereof and said Westfield river, is hereby discontinued.

Both of said discontinuance shall take effect upon the completion of the work herein ordered.

All of the work herein ordered, including the building of the piers on the old masonry for the support of the bridge over the river shall be done by the New York Central and Hudson River Railroad Company, lessee of the Boston and Albany Railroad.

We decide and determine that the New York Central and Hudson River Railroad Company, Lessee of the Boston and Albany Railroad, shall pay sixty-five (65) per cent. of the total actual cost of the alterations herein ordered, including all damages, cost of hearings, compensation of the Auditor for his services and expenses; the Commonwealth of Massachusetts twenty-five (25) per cent. and the said Town of Russell ten (10) per cent thereof.

Walter Perley Hall

George W. Bishop

Clinton White

Boston, September 18, 1908.

Filed September 25, 1908.

A true copy.

Attest:-

(L. S.)

Robert O. Morris, Clerk.

Commonwealth of Massachusetts.

Hampden, ss:

Superior Court.

In Equity.

Joint petition of the Selectmen of Russell and the Directors of the Boston and Albany Railroad Company for the abolition of the grade crossing in said Russell, known as the Montgomery Road Crossing.

DECREE OF COURT.

In this case the decision of Walter P. Hall, George W. Bishop and Clinton White, constituting the Board of Railroad Commissioners of the Commonwealth and acting as a special commission in the above entitled matter, having been duly returned and filed in this Court and the same having been considered and a certificate of the Board of Railroad Commissioners having been filed in this case, certifying that in their judgment the expenditures on the part of the Commonwealth for the current year under said certificate issued under the provisions of section 43 of chapter 463 of the Acts of 1906, will not exceed the amount provided for under the provisions of said chapter or of section 158 of chapter 111 of the Revised Laws, it is

ORDERED, ADJUDGED AND DECREED that the said decision be and the same is hereby confirmed and the findings thereof adopted.

By the Court.

Chas. M. Calhoun,
Ass't. Clerk.

Endorsed on back as follows:-

Assented to on the part of the Selectmen of Russell.

Leonard F. Hardy, Counsel.

Assented to on the part of the Boston and Albany Railroad Company.

Woodward Hudson, Counsel.

Assented to on the part of the Commonwealth.

Dana Malone, Attorney General.

Filed October 26, 1908.

A true copy.

(L. S.) Attest:-

Robert O. Morris, Clerk.

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the fourth day of November A.D. 1908.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of Albert LeClair of Springfield, Mass. from the Hampden County Training School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Springfield, after due notice and hearing, it is considered and adjudged by said commissioners that it will be for the best interest of the said Albert LeClair to be at liberty.

And thereupon said Commissioners order that he be released forthwith, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of Springfield.

Robert O. Morris, Clerk.

Released from Training School on parole
Albert LeClair.

To the Honorable, the County Commissioners, within and for the County of Hampden, in the Commonwealth of Massachusetts.

Respectfully represents Julius Roberts of Adams in the County of Berkshire that on the 12th day of October 1907, at North Adams in said County of Berkshire, his son, Louis Roberts, was by the District Court of Northern Berkshire adjudged a delinquent child and that he was thereupon committed to Hampden County Truant School; that the records of the District Court of Northern Berkshire show the following pencil memorandum made by the Honorable Carlton T. Phelps, Justice of said Court, "Louis Roberts, adjudged a delinquent child and committed to Hampden County Truant School for one year;" also the following memo-

Petition for release
from Hampden County
Training School.
Louis Roberts

randum made by the clerk of said court, Edwin B. Cady, "Adjudged delinquent child, Louis Roberts, committed Hampden County Truant School for one year, committed;" that the said Louis Roberts was committed to said Hampden County Truant School on the 12th day of October, 1907; that the commitment papers show no date as to the time for which he was committed; that from the memorandum of the Court and of the clerk as above set forth it is evidence that it was the purpose of the Court to commit for the period of one year although the mittimus doesn't specify the sentence as passed by the Court and recorded by the clerk. This petitioner further represents that he is the father of a large family of small children who are all at home and that the assistance of said Louis is needed at home; that the said Louis has more than served the time in said school which the court who heard the cause deemed sufficient and he prays your Honorable Board to make an order releasing the said Louis Roberts from said Truant School.

Dated at Adams the 2nd day of November A. D. 1908.

Julius Roberts.

I, Carlton T. Phelps, Justice of the District Court of Northern Berkshire, having read the foregoing petition and verified the facts therein set forth, do hereby recommend the release of the said Louis Roberts.

Carlton T. Phelps.

The petition for the release of Louis Roberts of Adams, in the County of Berkshire, committed to the Hampden County Training School, on October 12, 1907, by the District Court of Northern Berkshire, was dismissed.

County Treasurer
authorized to pay
Treasurer of Commonwealth on State
highway account.

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. November 4th, 1908.

VOTED that Fred A. Bearse, county treasurer, be authorized and directed to pay the Treasurer of the Commonwealth of Massachusetts on State Highway account, interest to November 15th, 1908, on the assessment of eight thousand seven hundred and seventy-one dollars and forty-nine cents, (\$8771.49) for the year 1907, being two hundred and sixty-three dollars and fourteen cents (\$263.14); the annual payment of one thousand four hundred and sixty-one dollars and ninety-one cents (\$1461.91) due November 15th, 1908, on the assessment for the year 1907 and the annual payment of one thousand four hundred and sixty-one dollars and ninety-one cents (\$1461.91) due November 15th, 1909, on the assessment for the year 1907, amounting in all to the sum of three thousand one hundred and eighty-six dollars and ninety-six cents (\$3186.96).

C. H. Nutting)
J. M. Sickman) County Commissioners.

October Meeting, 1908

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the fourteenth day of November A. D. 1908.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of Louis Roberts of North Adams, from the Hampden County Training School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of North Adams, after due notice and hearing it is considered and adjudged by said commissioners that it will be for the best interest of the said Louis Roberts to be at liberty.

And thereupon said Commissioners order that he be released forthwith under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of North Adams.

Robert O. Morris, Clerk.

Released from Training School on parole
Louis Roberts.

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. November 25th, 1908.

VOTED that Fred A. Bearse, county treasurer, be authorized and directed to pay the Treasurer of the Commonwealth of Massachusetts on State Highway account, interest to November 15th, 1908, on the assessment of seventeen thousand four hundred and thirty-two dollars and thirty-three cents (\$17,432.33) for the years 1904, 1905 and 1906 being four hundred and eighty-six dollars sixty-five cents. (\$486.65); the annual payment of one thousand seven hundred and seventy dollars and seventy-three cents (\$1770.73) due November 15, 1908, on the assessment for the year 1904, the annual payment of one thousand four hundred and seventy-five dollars and fifty-nine cents, (\$1475.59) due November 15, 1908, on the assessment for the year 1905, and the annual payment of one thousand two hundred and forty-three dollars and fifty-six cents (\$1243.56) due November 15, 1908, on the assessment for the year 1906, amounting in all to the sum of four thousand nine hundred and seventy-six dollars and fifty-three cents (\$4,976.55).

C. H. Nutting)

Chas. C. Spellman)

J. M. Sickman)

County

Commissioners.

County Treasurer
authorized to pay
Treasurer of Commonwealth on State
highway account.

County Treasurer
authorized to
transfer from gen-
eral fund to Hall
of Records account.

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. December 2, 1908.

To FRED A. BEARSE, Treasurer of Hampden County:-

You are hereby authorized to transfer from the general fund in your hands as Treasurer, to the fund for the Hall of Records, the sum of fifteen thousand dollars (\$15,000.).

This transfer is to refund the amount transferred from the Hall of Records to the general fund July 1, 1908.

C. H. Nutting)	County Commissioners.
Chas. C. Spellman)	
J. M. Sickman)	

Released from
Training School,
on parole.
Edmond Tomaski

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the second day of December A. D. 1908.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of Edmond Tomaski of Holyoke, Mass. from the Hampden County Training School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Holyoke, Mass. after due notice and hearing it is considered and adjudged by said commissioners that it will be for the best interest of the said Edmond Tomaski to be at liberty.

And whereupon said Commissioners order that he be released forthwith, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of Holyoke, Mass.

Robert O. Morris, Clerk.

Released from
Training School,
on parole.
Robert H. Cline.

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the second day of December, A.D. 1908.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward, for the release of Robert H. Cline of Springfield, Mass., from the Hampden County Training School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Springfield, Mass., after due notice and hearing, it is considered and adjudged by said commissioners that it will be for the best interest of the said Robert H. Cline to be at

liberty.

And thereupon said Commissioners order that he be released forthwith, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of Springfield, Mass.

Robert O. Morris, Clerk.

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the second day of December A. D. 1908.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of Pietro Bontempi of North Adams, Mass. from the Hampden County Training School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of North Adams, Mass., after due notice and hearing, it is considered and adjudged by said commissioners that it will be for the best interest of the said Pietro Bontempi to be at liberty.

And thereupon said Commissioners order that he be released forthwith under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of North Adams, Mass.

Robert O. Morris, Clerk.

Released from Training School, on parole.

Pietro Bontempi.

Commonwealth of Massachusetts.

Hampden, ss:

Springfield, December 12th, 1908.

To FRED A. BEARSE, County Treasurer:-

You are hereby authorized and directed to pay to the treasurer of Hampshire county for the Mount Tom State Reservation Fund the sum of three thousand two hundred seventy dollars (\$3,270.).

C. H. Nutting)
Chas. C. Spellman) County
J. M. Sickman) Commissioners.

County Treasurer
authorized to pay
treasurer of Hampshire county.

Allowance for dam-
ages done to Sheep

The sum of five hundred and seventy-eight dollars and fifty-seven cents is allowed for damages and other expenses incurred under the Statutes relative to Dogs, and the same is ordered to be paid out of the moneys received by the County Treasurer under the provisions of said Statutes.

Accounts

\$21,005.21

Sundry accounts being presented, are allowed, and the same amounting to the sum of twenty-one thousand and five dollars and twenty-one cents are ordered to be paid from the county treasury.

Hampden, ss: December 12th, 1908.

Judgment is entered up according to reports &c., and all matters not acted upon are ordered to be continued and this meeting is adjourned without day.

Attest:-

Robert O. Monies

Clerk.

The Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners begun and holden at Springfield, within and for said county of Hampden, on the fourth Tuesday of December, being the twenty-second day of said month, and by adjournment on the twenty-eighth day of said month, in the year of our Lord one thousand nine hundred and eight, and by adjournment on the fifth day of January, in the year of our Lord, one thousand nine hundred and nine.

Present,

Charles H. Nutting, Esq., Chairman	} County Commissioners
Charles C. Spellman, "	
James M. Sickman, "	

And by adjournment on the sixth, seventh, eleventh and twenty-seventh days of said January, and by adjournment on the third day of February, and by adjournment on the third, sixth, twenty-second and thirtieth days of March, and by adjournment on the seventh day of April, in said year one thousand nine hundred and nine.

Present,

Charles C. Spellman, Esq., Chairman	} County Commissioners
James M. Sickman, "	
William H. Porter, "	

William H. Porter, of Agawam, having been declared by the Board of Examiners, elected County Commissioner for the term of three years, and having been duly sworn, appears on said sixth day of January, and the Board, consisting of Charles C. Spellman, James M. Sickman and William H. Porter, Esquires, proceed to the choice of a chairman. The whole number of votes cast is three, of which Charles C. Spellman, Esquire, has two, and is chosen chairman of the Board for the ensuing year.

To the County Commissioners of the County of Hampden:

Respectfully represents your petitioners that they are citizens of the Town of Agawam, that a highway within said Town known as Adams Street, extending westerly from Main Street to Suffield Street is narrow and crooked, and that its boundaries are unknown and undefined.

Wherefore they pray your Honorable Board to establish and mark its boundary lines, to make such alterations in its course and width, and to re-locate it in such manner as public necessity and convenience require.

Dated at Agawam, Massachusetts, this fourth day of December, 1906.

S. S. Bodurtha

Ralph Perry

Willis C. Campbell

J. J. Brady

Geo. H. Reed.

S. S. Bodurtha et
als., Petrs. for re
location of Adams
street, in Agawam.

4.

See Book of Plans 4
pages 40 - 45.

The foregoing petition was entered at a meeting of the County Commissioners holden at Springfield, within and for said County, on the fourth Tuesday of December, in the year of our Lord one thousand nine hundred and six, and was continued from meeting to meeting to this meeting and due proceedings having been had thereon, the County Commissioners file the following location report, to wit:-

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. December 29th, 1908.

On the petition of S. S. Bodurtha and others, praying for a highway to be relocated in the Town of Agawam. It appearing that all persons and corporations interested therein had been duly notified of the time and place of meeting, the said County Commissioners did, on the third day of May A.D. 1907, view said highway, and hear all parties interested, and did adjudged that common convenience and necessity required that said highway should be relocated. And at the time of said view, no person interested having objected, after adjudicating as aforesaid, said Commissioners appointed the 29th day of December, 1908, as the time when they would proceed to relocate said highway, and gave due notice as the law directs.

And now said Commissioners relocate said highway in the manner following:- Beginning at a County Highway Bound in the westerly line of Main Street and running thence S. $56^{\circ} 20'$ W. along the southerly line of said Adams Street nine hundred and thirty-six and seventy-five one hundredths (936.75) feet to a County Highway Bound. Thence S. $48^{\circ} 30'$ W. four hundred and eighty-four and twenty one-hundredths (484.20) feet to a County Highway Bound. Thence S. $57^{\circ} 00'$ W. six hundred and ninety-nine and two one hundredths (699.02) feet to a County Highway Bound. Thence S. $49^{\circ} 54'$ W. eight hundred and eighty-four and sixty-seven one hundredths (884.67) feet to a County Highway Bound. Thence S. $57^{\circ} 59'$ W. four hundred and eighteen and seventy-one one hundredths (418.71) feet to a County Highway Bound. Thence S. $71^{\circ} 09'$ W. one thousand six hundred and thirty-one and twenty one-hundredths (1631.20) feet to a County Highway Bound. Thence S. $84^{\circ} 13'$ W. nine hundred and fifty-four and forty-five one-hundredths (954.45) feet to a point in said southerly line of Adams Street. The northerly line of said Adams Street is laid fifty (50) feet from and parallel to the said southerly line, from the beginning of said Adams Street to a County Highway Bound in said northerly line, distant fifty (50) feet measured at right angles from the last described point in the southerly line. The northerly line continues from the last mentioned bound northwesterly by a curve to the right radius forty-three (43) feet, arc eighty-seven and thirty one-hundredths (87.30) feet to a County Highway Bound in the easterly line of said Suffield Street. The southerly line continues from the last described point in said southerly line thence S. $84^{\circ} 13'$ W. ninety-four and one one hundredths (94.01) feet to a County Highway Bound in the easterly line of said Suffield Street.

For a more complete understanding of the above description see

plans filed herewith.

And the owners of the land, over which said highway is thus laid out, are allowed until the first day of April next, to remove therefrom their buildings, wood, timber or trees. And said Commissioners having heard the proprietors of said lands, by themselves, or their agents, on the subject of damages, by them sustained by reason of laying out said highway, have estimated the same as follows, to wit:

To

Scott Adams \$15.00

Henry E. Bodurtha 15.00

To be paid to them out of the County Treasury, when the land over which the highway is located shall have been entered upon and possession taken for the purpose of constructing said highway.

C. H. Nutting	}	County Commissioners.
Chas. C. Spellman		
J. M. Sickman		

Hampden, ss: County Commissioners' Meeting. Jan. 5, A.D. 1909.

The foregoing report is filed and accepted, and thereupon it is ordered that the same be recorded; that the said road may be known as a public highway forever.

Attest:-

Robert O. Morris, Clerk.

Monson, Mass., April 1st, 1907.

This writing is for the purpose to petition the County Commissioners to relocate a strip of highway situated in said Monson, known as the old Palmer and Brimfield highway. Beginning at the State Highway that runs from Palmer to Brimfield, thence south easterly to land of said Brown on southeast side and land of said New York, New Haven & Hartford Railroad on northwest side, a distance of about eight hundred & fifty feet. Said strip of road bounded on southeast by land of said J. L. Fuller on the northwest by land of Town of Monson and J. L. Fuller.

Signed

J. L. Fuller

H. S. Booth

W. H. Anderson

H. D. Vaille

J. T. Rourke

W. E. Fay

The foregoing petition was entered at a meeting of the County Commissioners holden at Springfield, within and for said County, on the fourth Tuesday of December, in the year of our Lord one thousand nine hundred and six, and was continued from meeting to meeting to this meeting and due proceedings having been had thereon, the County Commissioners file

J. L. Fuller et
als. Petrs. for re-
location of Palmer
& Brimfield highway
in Monson.

5.

See Book of Plans 4
page 30.

the following location report, to wit:-

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. Dec. 12, 1908.

On the petition of J. L. Fuller and others, praying for a highway to be relocated in the town of Monson. It appearing that all persons and corporations interested therein had been duly notified of the time and place of meeting, the said County Commissioners did, on the eleventh day of May A. D. 1907, view said highway, and hear all parties interested, and did adjudged that common convenience and necessity required that said highway should be relocated. And at the time of said view, no person interested having objected, after adjudicating as aforesaid, said Commissioners appointed the 12th day of December 1908, as the time when they would proceed to relocate said highway, and gave due notice as the law directs.

And now said Commissioners relocate said highway in the manner following: Beginning at a stone bound on the southwesterly side of the State highway and at the easterly corner of a school house lot, said bound being in a course S. 56° 28' E. and ninety-one and two-tenths (91.2) feet from a stone bound that marks an angle in said State highway. Thence by an angle to the left of 27° 54' and in a course N. 84° 22' W. one hundred thirty-six and fifty-eight one hundredths (136.58) feet to a stone bound. Thence S. 80° 32' W. six hundred sixty-four and fifty-six one hundredths (664.56) feet to a stone bound on the bank of the Quaboag River. The above is a description of the northerly line of the highway as relocated. The southerly line is parallel to the northerly line and fifty (50) feet distant therefrom and begins at a stone bound on the southwesterly side of said State highway and runs N. 84° 22' W. two hundred twenty-four and seventy-five one hundredths (224.75) feet to a stone bound, thence S. 80° 32' W. six hundred fifty-eight and forty-two one hundredths (658.42) feet to a stone bound supposed to be set in line between land of J. L. Fuller and land of G. N. Stone.

And the owners of the land, over which said highway is thus laid out, are allowed until the first day of April next, to remove therefrom their buildings, wood, timber or trees. And said Commissioners having heard the proprietors of said lands, by themselves, or their agents, on the subject of damages, by them sustained by reason of laying out said highway, and none having been claimed no damages are awarded.

C. H. Nutting)	
Chas. C. Spellman	)	County
J. M. Sickman	)	Commissioners.

Hampden, ss: County Commissioners' Meeting. December 22, A.D. 1908

The foregoing report is filed and accepted, and thereupon it is ordered that the same be recorded; that the said road may be known as a public highway forever.

Attest:

Robert O. Morris, Clerk.

Westfield, Mass., March 27th, 1907.

To the County Commissioners of the County of Hampden:-

Respectfully represent your petitioners, that they are inhabitants of the town of Westfield, in said County, and that common convenience and necessity require that Main Street, so called, between Elm Street and a point at or near Taylor Avenue, in said Westfield, be laid out, or altered or relocated for the purpose of establishing its boundary lines or making alterations in its course or width.

Wherefore your petitioners pray that your honorable board will lay out, alter or relocate said street.

Signed:-

Geo. E. Whipple and others, Petitioners.

The foregoing petition was entered at a meeting of the County Commissioners holden at Springfield, within and for said County, on the fourth Tuesday of December, in the year of our Lord one thousand nine hundred and six, and was continued from meeting to meeting to this meeting and due proceedings having been had thereon, the County Commissioners file the following location report, to wit:-

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. Dec. 12, 1908.

On the petition of George E. Whipple and others, praying for a highway to be relocated in Westfield. It appearing that all persons and corporations interested therein had been duly notified of the time and place of meeting, the said County Commissioners did, on the eighteenth day of May A. D. 1907, view said highway, and hear all parties interested and did adjudge that common convenience and necessity required that said highway should be relocated. And at the time of said view, no person interested having objected, after adjudicating as aforesaid, said Commissioners appointed the 12th day of December 1908, as the time when they would proceed to relocate said highway, and gave due notice as the law directs.

And now said Commissioners relocate said highway in the manner following: Commencing at the south-westerly corner of the Elm Park Block (formerly called the Lewis Block) at the face of the water-table, said point being in the easterly line of Elm street, thence south $67^{\circ} 43' 52''$ east two hundred forty-one and seven hundred one one-thousandths (241.701 feet) to a stone monument, thence south $75^{\circ} 14' 52''$ east six hundred sixty-three and nine one-hundredths (663.09) feet to a stone monument in the easterly line of Mechanic street, thence south $75^{\circ} 06' 52''$ east four hundred thirty-three and six hundred twenty-five one-thousandths (433.625 feet) to a stone monument in the westerly line of White street, thence south $53^{\circ} 27' 37''$ east fifty-two and fifty-seven one-hundredths (52.57) feet to a stone monument in the easterly line of White street and at the beginning of a relocation made by the Board of County Commissioners August 10th, 1897.

South Line:- Commencing at an iron monument supposed to be in the easterly line of Broad street and at the north-westerly corner of property of

Geo. E. Whipple et
als. Petrs. for lo-
cation, alteration,
or relocation of
Main Street between
Elm Street and
Taylor Avenue, West
field.

6.

See Book of plans 4
page 31.

the Heirs of David Lamberton, thence south 76° 39' 12" east four hundred seventy-five and seven hundred eighty-eight one-thousandths (475.788) feet to the angle in the face of the building of the H. B. Smith Company thence south 73° 30' 10" east five hundred thirty-seven and eighty-three one-thousandths (537.083) feet to a stone monument in the easterly line of Clinton Avenue, thence south 66° 22' 18" east sixty-two and thirty-four one-hundredths (62.34) feet to a stone monument at land of Ephraim S. Noble, thence south 63° 19' 18" east one hundred seven and five hundred twenty-three one-thousandths (107.523) feet to a stone monument at the beginning of a relocation made by the Board of County Commissioners August 10th, 1897.

And said Commissioners having heard the proprietors of said lands, by themselves, or their agents, on the subject of damages, by them sustained by reason of laying out said highway, and none having been claimed no damages are awarded.

C. H. Nutting)	
Chas. C. Spellman	)	County
J.-M. Sickman	)	Commissioners

Hampden, ss: County Commissioners' Meeting. December 22 A.D. 1908.

The foregoing report is filed and accepted, and thereupon it is ordered that the same be recorded; that the said road may be known as a public highway forever.

Attest:-

Robert O. Morris, Clerk.

C. M. Stone et als
Petr. for reloca-
tion & alteration
of School Street,
in Agawam.

17.
See Book of plans
4 pages 33 - 39

To the Honorable the County Commissioners of the County of Hampden:
Respectfully represents your petitioners that they are inhab-
itants of the Town of Agawam;

That School Street, a way within said Town extending from Main Street at a point near the Town Hall easterly to the River Road, is narrow, crooked and has no clearly defined boundary lines, and that public necessity and convenience require that it be widened, straightened and its boundary lines properly marked.

Wherefore your petitioners pray your Honorable Board to relocate said way making such alterations in its course or width as public necessity and convenience require.

Dated at Agawam aforesaid this second day of July, 1908.

C. M. Stone and others, Petitioners.

The foregoing petition was entered at a meeting of the County Commissioners holden at Springfield, within and for said County, on the fourth Tuesday of June, in the year of our Lord one thousandnine hundred and eight, and was continued from meeting to meeting to this meeting and due proceedings having been had thereon, the County Commissioners file the following location report, to wit:-

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. December 29, 1908.

On the petition of C. M. Stone and others, praying for a highway to be relocated in the Town of Agawam. It appearing that all persons and corporations interested therein had been duly notified of the time and place of meeting, the said County Commissioners did, on the 17th day of October A.D. 1908, view said highway, and hear all parties interested and did adjudge that common convenience and necessity required that said highway should be relocated. And at the time of said view, no person interested having objected, after adjudicating as aforesaid, said Commissioners relocate said highway in the manner following:

Beginning at a County Highway Bound on the easterly side of Main Street in said Town of Agawam and running thence S. 88° 38' E. along the northerly side of said School Street, three hundred and seventeen and forty-eight one hundredths (317.48) feet to a County Highway Bound. Said Street at the beginning of this course being one hundred and one and fifty-five one hundredths (101.55) feet in width measured on the easterly line of Main Street, and fifty (50) feet in width at the end of this course, measured at right angles to said first described line. Thence continuing on the northerly side of said School Street S. 88° 38' E. one thousand and seventy-eight and forty-five one hundredths (1078.45) feet to a County Highway Bound. Thence by a curve to the left radius five hundred and seventy-three and sixty-nine one hundredths (573.69) feet, arc one hundred and seventy-six and seventeen one hundredths (176.17) feet to a County Highway Bound, said last mentioned bound being about four (4) feet easterly of a continuation of easterly line of the dwelling house of Mrs. Jennie E. Rowley. Thence N. 73° 45' E. nine hundred and thirteen and forty-four one hundredths (913.44) feet to a County Highway Bound; thence N. 79° 05' E. seven hundred and nineteen and forty one hundredths (719.40) feet to a County Highway Bound; thence N. 82° 19' E. six hundred and seventy and ninety one hundredths (670.90) feet to a County Highway Bound; thence N. 81° 40' E. one thousand five hundred and seventy-nine and forty-one one hundredths (1579.41) feet to a County Highway Bound; thence N. 84° 35' E. one thousand two hundred and sixty-eight and twenty-six one hundredths (1268.26) feet to a Point in the northerly line of said School Street. The southerly line of said School Street from the termination of the first described course to a point distant fifty (50) feet at right angles from the last described point in said northerly line, being parallel to and distant fifty (50) feet southerly from said described northerly line. The said southerly line thence continuing southeasterly by a curve to the right, radius twenty-five (25) feet, arc sixty-one and eighty-six one hundredths (61.86) feet to a County Highway Bound in the northwesterly line of the said River Road. The northerly line continuing from the last described point in said northerly line N. 84° 35' E. one hundred and twenty-eight and ninety-eight one hundredths (128.98) feet to a County Highway Bound in the northwesterly line of said River Road.

For a more complete understanding of the above description see plans filed herewith.

And the owners of the land, over which said highway is thus laid out, are allowed until the first day of April next, to remove therefrom their buildings, wood, timber or trees. And said Commissioners having heard the proprietors of said lands, by themselves, or their agents, on the subject of damages, by them sustained by reason of laying out said highway, and no damages having been claimed, none are allowed.

C. H. Nutting)
Chas. C. Spellman) County Commissioners.
J. M. Sickman)

Hampden, ss: County Commissioners' Meeting. Jan. 5, A. D. 1909.

The foregoing report is filed and accepted, and thereupon it is ordered that the same be recorded; that the said road may be known as a public highway forever.

Attest:-

Robert O. Morris, Clerk.

Vote regarding
Truants from Berk-
shire County.

December 28, 1908.

Voted to charge Berkshire county for care of its truants on and after January 1, 1909, six dollars a-week.

County Treasurer
authorized to trans-
fer from general
fund to Hall of
Records account.

Commonwealth of Massachusetts-

Hampden, ss: County Commissioners' Meeting. January 5, 1909.

To Fred A. Bearse, Treasurer of Hampden County:-

You are hereby authorized to transfer from the general fund in your hands as Treasurer, to the fund for the Hall of Records, the sum of two thousand four hundred ninety-five dollars and eighty-nine cents (\$2495.89).

C. H. Nutting)
Chas. C. Spellman) County
J. M. Sickman) Commissioners.

Order for Transfer

Commonwealth of Massachusetts.

Hampden, ss: Springfield, January 5th, 1909.

Whereas in the judgment of the County Commissioners the interests of the County of Hampden demand an expenditure in excess of the amount authorized by law for law library, in said County, said County Commissioners hereby authorize the County Treasurer to transfer from the account

for training school the sum of three hundred and eighty-two dollars and twenty-nine cents (\$382.29) in addition to the amount authorized by law for the purpose aforesaid.

The reason for such transfer is that the appropriation authorized for the purpose aforesaid is exhausted.

C. H. Nutting)	
Chas. C. Spellman	)	County
J. M. Sickman	)	Commissioners.

Commonwealth of Massachusetts.

Hampden, ss:

Springfield, January 5th, 1909.

Whereas in the judgment of the County Commissioners the interests of the County of Hampden demand an expenditure in excess of the amount authorized by law for salaries, care and support of prisoners in said County, said County Commissioners hereby authorize the County Treasurer to transfer from the account for Highways and Land Damages the sum of four thousand, eight hundred and eighty dollars and thirty cents (\$4,880.30) in addition to the amount authorized by law for the purpose aforesaid.

The reason for such transfer is that the appropriation authorized for the purpose aforesaid is exhausted.

C. H. Nutting)	
Chas. C. Spellman	)	County
J. M. Sickman	)	Commissioners.

Order for Transfer

Commonwealth of Massachusetts.

Hampden, ss:

Springfield, January 5th, 1909.

Whereas in the judgment of the County Commissioners the interests of the County of Hampden demand an expenditure in excess of the amount authorized by law for reduction of County debt in said County, said County Commissioners hereby authorize the County Treasurer to transfer from the account for building County Buildings; repairs and furnishing County Buildings, and care, fuel, lights &c., Court House and Training School the sum of fifty-one thousand, three hundred and twenty-three dollars and seventy-nine cents (\$51,323.79) in addition to the amount authorized by law for the purpose aforesaid.

The reason for such transfer is that the appropriation authorized for the purpose aforesaid is exhausted.

C. H. Nutting)	
Chas. C. Spellman	)	County
J. M. Sickman	)	Commissioners.

Order for Transfer

Order for Transfer

Commonwealth of Massachusetts.

Hampden, ss:

Springfield, January 5th, 1909.

Whereas in the judgment of the County Commissioners the interests of the County of Hampden demand an expenditure in excess of the amount authorized by law for criminal costs in Superior Court in said County, said County Commissioners hereby authorize the County Treasurer to transfer from the account for civil expenses in Supreme and Superior Courts the sum of four thousand, two hundred and seven dollars and sixty-four cents (\$4,207.64) in addition to the amount authorized by law for the purpose aforesaid.

The reason for such transfer is that the appropriation authorized for the purpose aforesaid is exhausted.

C. H. Nutting	}	County Commissioners.
Chas. C. Spellman		
J. M. Sickman		

Amendment to decree on Petition of Boston & Albany Railroad Co. to take land for depot purposes in West Springfield.

Commonwealth of Massachusetts.

Hampden, ss:

County Commissioners' Meeting, January 5th, 1909.

In the matter of the petition of the Boston & Albany Railroad Company for leave to take additional land in West Springfield, in said County it now appears to the said Commissioners that in the description of Parcel No. 1 contained in their decree filed November 14th, 1908, an error has been made.

It is therefore ordered by the County Commissioners that the said decree be amended so that the description of said Parcel No. 1 therein shall read as follows, to wit:-

Parcel 1. Beginning at the intersection of the southeasterly line of Bliss street extended southwesterly with the southwesterly line of Western Avenue; thence running southeasterly and easterly by the said southwesterly line of said Western Avenue to land now or formerly of Phelan; thence running southeasterly by land of said Phelan to a ditch and to land of the Boston & Albany Railroad Company; thence running southwesterly and westerly along said ditch and by land of said Railroad Company about two hundred and ten (210) feet to the northwesterly corner of said Railroad Company's land; thence running southwesterly by land of said Railroad Company five hundred and seventy-seven and three tenths (577.3) feet to land now or formerly of Mary L. Hogan at a point distant three hundred and fifty-eight and forty-four hundredths (358.44) feet northerly from the base line of the location of the Boston and Albany Railroad; thence running northwesterly along the northeasterly line of said Hogan land to a point on said line at its intersection with the northwesterly line extended of lot No. 19 shown upon a plan entitled "Plan of Kelso and Thompson's property, West Springfield, October 1899, Durkee, White and Towne, Engineers", and recorded in Hampden Registry of

20.

See Book of plans

4 page 32.

Deeds, Plan Book 1, Page 167; thence turning at a right angle and running northeasterly one hundred and seventeen and eighty-three hundredths (117.83) feet by such extension of said northwesterly line of lot No. 19 and by said line; thence turning at a right angle and running southeasterly thirty-five (35) feet; thence turning at a right angle and running northeasterly about three hundred twenty (320) feet to a ditch; thence running easterly by said ditch about one hundred eighty-eight (188) feet to a point in the southeasterly line of Bliss street extended southwesterly; thence running northeasterly by said southeasterly line of said Bliss street extended southwesterly about one hundred twelve (112) feet to the southwesterly line of Western Avenue, being the point of beginning, as appears by a plan this day filed with the County Commissioners and made a part hereof.

C. H. Nutting)	
Chas. C. Spellman	)	County
J. M. Sickman	)	Commissioners.

(see page 57, book 15)

All votes and decisions of the County Commissioners during the calendar year 1908 were unanimous.

Votes and Decisions
unanimous.

Estimate by the County Commissioners of the County of Hampden of the Receipts and Expenditures of said County for the Year ending Dec. 31, 1909. Also, Statement showing the Unappropriated Balance in the County Treasury at the Closing of the Treasurer's Books for the Year 1908.

County Estimate.

R E C E I P T S (E S T I M A T E D).

1. Interest,	1000	
2. Clerk of courts and registers of deeds,	12000	
3. District and police courts,	1500	
4. Jails and houses of correction,	5000	
5. Fines, costs and fees,	1500	
6. Highway and bridge account,	00	
7. Training school,	2000	
8. Miscellaneous,	100	
Total,		\$23100.

Brought forward\$23100.

STATEMENT SHOWING ESTIMATED TOTAL AMOUNT AVAILABLE.

Balance in Treasury at the closing of the books for the year 1908	\$60780.72
(a) Less special appropriations,	\$23604.63
(b) Less money held for dog account,	\$12040.90
Total (a) and (b),	\$35645.53
Net balance in Treasury, unappropriated;	
add to estimated receipts above,	\$25135.19
Estimated total amount available,	\$48235.19

ESTIMATED EXPENDITURES FOR 1909.

Items.

1. Interest on county debt,	12000.
2. Reduction on county debt,	20000.
3. Salaries of county officers and assistants, fixed by law,	18000.
4. Clerical assistance in county offices,	10000.
5. Salaries and expenses, district and police courts,	26000.
6. Salaries of jailers, masters and assistants, and support of prisoners in jails and houses of correction,	35000.
7. Criminal costs in superior court,	10000.
8. Civil expenses in supreme and superior courts,	15000.
9. Trial justices,	500.
10. Transportation of county commissioners,	500.
11. Medical examiners, inquests and care of the insane,	6000.
12. Auditors, masters and referees,	4000.
13. Building county buildings,	6000.
14. Repairing, furnishing and improving county buildings	25000.
15. Care, fuel, lights and supplies in county buildings, other than jails and houses of correction,	13000.
16. Highways, bridges and land damages,	10000.
17. Law libraries,	2500.
18. Training school,	7000.
19. Miscellaneous and contingent expenses,	7535.19
20. Maintenance Mt. Tom Reservation	4200.
Total,	232235.19

Items	Appropriation for 1908.	Expenditures 1908.
1. Interest on county debt,	16000.	7377.99
2. Reduction of county debt,	10000.	321323.79
3. Salaries of county officers and assistants, fixed by law,	18000.	17325.30
4. Clerical assistance in county offices,	9500.	8496.26
5. Salaries and expenses, district and police courts,	26000.	24111.76
6. Salaries of jailers, masters and assistants, and support of prisoners in jails and houses of correction,	30000.	34880.30
7. Criminal costs in superior court,	5000.	9207.64
8. Civil expenses in supreme and superior courts,	18000.	13057.51
9. Trial justices,	500.	373.00
10. Transportation of county commissioners	300.	209.70
11. Medical examiners, inquests and care of the insane,	6000.	5520.51
12. Auditors, masters and referees,	4000.	1848.96
13. Building county buildings,	30000.	253.50
14. Repairing, furnishing and improving county buildings	35000.	14275.89
15. Care, fuel, lights and supplies in county buildings, other than jails, and houses of correction,	14000.	12368.49
16. Highways, bridges and land damages,	16000.	10981.02
17. Law libraries,	2500.	2882.29
18. Training school,	7000.	6298.38
19. Miscellaneous and contingent expenses,	8284.22	5886.54
20. Maintenance Mt. Tom Reservation	3400.	3270.00
Totals,	259484.22	499948.83
Chas. C. Spellman, Chairman.		

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. January 11th, 1909

Voted: That the board petition the general court for legislation to provide for the repairs, alterations and additions to the court house building in Springfield, to provide sufficient accommodations for the courts, the law library and public offices of the county, and to borrow upon the credit of the county a sum sufficient to meet the expenses of the same.

Voted: That the chairman of the board, in the name of the board, is authorized to make and sign a petition for the legislation required, in conformity to the foregoing vote.

Chas. C. Spellman)
J. M. Sickman) County
Wm. H. Porter) Commissioners.

Votes regarding
petition to legis-
lature.

Annual Report of
County Commission-
ers for the year

1908

Including apprais-
al of county pro-
perty.

HAMPDEN COUNTY COMMISSIONERS' REPORT FOR 1908.

The twelfth annual report of the County Commissioners made under the provisions of chapter 21, section 25, of the revised laws, referring the taxpayers to the county treasurer's report for specific details.

We have relocated seven highways as follows:-

Adams street in Agawam, on petition of S. S. Bodurtha and others, in which case we have awarded damages in the sum of fifteen dollars each to Scott Adams and Henry E. Bodurtha.

Palmer and Brimfield highway in Monson, on petition of J. L. Fuller and others.

Main street between Elm street and Taylor avenue in Westfield, on petition of George E. Whipple and others.

Portion of Old Belchertown road in Palmer, on petition of John Wilson and others.

Westfield street in Agawam, on petition of E. A. Kellogg and others.

School street in Agawam on petition of C. M. Stone and others.

Highway in Monson leading easterly from South Main street, on petition of J. P. Herlihy and others.

We have discontinued the highway leadings easterly from Old Reed corner, also Old Avery road or bungy road, in Montgomery, upon the petition of the selectmen of said town, and have dismissed their petition as to the discontinuance of Tekoa road.

Clarence E. Deming and others, filed a petition for a new highway in Tolland, from the county road to Noyes Pond, upon which petition a hearing and view have been had.

No action has been taken on the petition of James Cesan and others for location of Poplar street in Agawam.

A hearing has been held on the petition of D. A. Healey and others for location of Northampton or Hampden Landing road, in Holyoke.

The sum of two hundred and seventy-five dollars has been paid as land damages in the case of H. M. Bliss and others, petitioners for alteration of highway in Springfield and Wilbraham.

The litigation brought by the Fosburgh Co. against the county of Hampden and others, on account of the building of the Hall of Records is still pending.

No highways have been laid out by the Commissioners under the provisions of law authorizing the assessments of betterments, and no sums have been reimbursed the county as betterments.

No applications have been made to the Massachusetts highway Commissions.

For cost and construction of state highways in this county, reference may be had to the following tables:

HAMPDEN COUNTY

Amounts Expended for Repair and Maintenance of State Highways to
December 1, 1908.

Town-City	Expended 1894-1907	Expended 1908	Totals.
Agawam,	\$ 539.25	\$ 401.65	\$ 940.90
Brimfield,	1,781.01	134.60	1,915.61
Chester,	1,978.44	382.12	2,360.56
Chicopee,	7,585.15	1,573.02	9,158.17
East Longmeadow,	84.99	54.66	139.65
Monson,	1,132.23	86.12	1,218.35
Palmer,	1,652.56	782.04	2,434.60
Russell,	12,020.98	915.28	12,936.26
Wales,	289.26	41.14	330.40
Westfield,	6,963.38	683.44	7,646.82
West Springfield,	1,322.70	227.70	1,550.40
Wilbraham,	2,449.84	1,009.89	3,459.73
Totals,	\$37,799.79	\$6,291.66	\$44,091.45

HAMPDEN COUNTY

Amounts Expended under the "Small Town" Acts to December 1, 1908.

Town or City	Expended Previous to 1908	Expended 1908	Totals.
Blandford,	\$3,444.00	-	\$3,444.00
East Longmeadow,	680.00	-	680.00
Granville,	2,700.00	623.00	3,323.00
Hampden,	2,008.00	500.00	2,508.00
Holland,	-	164.00	164.00
Longmeadow,	1,200.00	-	1,200.00
Montgomery,	808.00	-	808.00
Southwick,	1,992.36	-	1,992.36
Tolland,	2,042.06	500.00	2,542.06
Totals,	\$14,874.42	\$1,787.00	\$16,661.42

HAMPDEN COUNTY

Showing Lengths Laid Out, Lengths Constructed and Amounts Expended to
December 1, 1908.

Town-City	Lengths Laid out			Lengths Constructed		
	1894-1907	1908	Total	1894-1907	1908	Total
Agawam,	11746	--	11746	11500	246	11746
Brimfield,	20945	--	20945	20945	--	20945
Chester,	17131	--	17131	17131	--	17131
Chicopee,	20542	--	20542	20000	542	20542
E. Longmeadow,	5500	--	5500	5500	--	5500
Monson,	7012	1515	8527	7012	1200	8212
Palmer,	27771	22571	50342	27771	19500	47271
Russell,	35189	--	35189	35189	--	35189
Wales,	5493	--	5493	5493	--	5493
Westfield,	30667	--	30667	30667	--	30667
W. Springfield,	12054	--	12054	12054	--	12054
Wilbraham,	25428	--	25428	25428	--	25428
Total (feet)	219478	24086	243564	218690	21488	240178
Total (miles)	41.57	4.56	46.13	41.42	4.07	45.49

Town-City	EXPENDED *		
	1894-1907	1908	Total.
Agawam,	\$22351.72	\$439.29	\$22791.01
Brimfield,	24901.63	--	24901.63
Chester,	29616.03	+ 569.35	30185.38
Chicopee,	50469.43	958.39	51427.82
E. Longmeadow,	10086.18	--	10086.18
Monson,	12400.41	2823.92	15224.33
Palmer,	51209.59	53371.33	104580.92
Russell,	84370.26	--	84370.26
Wales,	3962.60	--	3962.60
Westfield,	45852.75	84.40	45937.15
W. Springfield,	19730.99	--	19730.99
Wilbraham,	48440.52	1.80	48442.32
Total (feet)	403392.11	58248.48	461640.59

*Exclusive of repairs and maintenance.

+Rebuilding bridge, in part.

The sum of \$8,163.49 was paid to the Commonwealth on account of construction of state highways, making the whole amount repaid \$89,174.01 and \$35,371.91 still due.

The sum of \$14,275.89 was expended upon county buildings, for repairs and furnishings, \$5650. of which was for plans for alteration of the court house, \$1980. for relaying the sidewalk and grading, and \$4038.53 for repairs done by day work.

The following transfers were made to meet the expenditures which exceeded appropriations:

From the account for civil expenses in Supreme Judicial and Superior courts to amount authorized by law for criminal costs in Superior court \$4,207.64.

From the accounts for building county buildings; repairs and furnishing county buildings; and care, fuel, lights &c; court house and training school to amount authorized by law for reduction of county debt, \$51,323.79.

From the account for highways and land damages to amount authorized by law for salaries, care and support of prisoners \$4,880.30.

From the account for training school to amount authorized by law for law library \$382.29.

The following are the salaries of county officials prescribed by law:

Sheriff	\$2,000.00
Clerk of Courts,	3,500.00
Assistant Clerk,	2,000.00
County Treasurer,	2,000.00
Register of Deeds,	2,800.00
Assistant Register of Deeds,	1,400.00
County Commissioners,	3,600.00

The following are the salaries of the county officials not prescribed by law:

At the Court House.

Messenger	\$1,200.00	Engineer,	\$1,200.00
Hall of Records:			
Janitor,	900.00		

At the Jail:

Jailer	\$1,000.00	Watchman	\$720.00
Turnkey,	1,080.00	Engineer,	1,020.00
Assistant Turnkey,	900.00	Steward,	780.00
First Keeper,	780.00	Shop Foreman,	840.00
Second Keeper,	780.00	Matron,	600.00
Third Keeper,	720.00	Physician,	600.00
Fourth Keeper,	720.00	Chaplains,	300.00
Fifth Keeper,	720.00	Instructor of Indus-	
Watchman,	720.00	tries,	1,296.00
Watchman,	720.00	Stenographer,	720.00

At the Training School:

Superintendent,	\$1,200.00	Assistant Superintendent,	480.00
Teacher,	480.00		

The following is a list of the assets of the county of Hampden,
December 31, 1908.

Court House building and lot,	\$266,000.00
Hall of Records and lot,	180,000.00
Law Library, (11,493 volumes),	25,000.00
Furniture and other property, Court House and Hall of Records,	30,000.00
Jail and House of Correction buildings and lot,	285,000.00
Furniture and other property, Jail and House of Correction,	10,000.00
Training School buildings and lot,	25,000.00
Furniture and other property, Training School,	3,000.00
Furniture and other property, District Courts,	1,500.00
Sinking Fund, Hampden County,	391.83

Chas. C. Spellman)	
J. M. Sickman)	County
Wm. H. Porter)	Commissioners

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden,
holden at Springfield, within and for said County, on the third day of
February A. D. 1909.

Voted: A request having been made to the County Commissioners of
the County of Hampden by Erwin G. Ward for the release of Stephen Sukaski
of Holyoke, Mass. from the Hampden County Training School, a notice and
opportunity to be heard having been given to the Superintendent of
Schools of the city of Holyoke, after due notice and hearing, it is con-
sidered and adjudged by said commissioners that it will be for the best
interest of the said Stephen Sukaski to be at liberty.
And thereupon said Commissioners order that he be released forthwith,
under the provisions of the Acts of 1904, Chapter 220, Section 4, upon
the following condition, that he conform to the school regulations of the
city of Holyoke.

Robert O. Morris, Clerk.

Released from Train-
ing School, on pa-
role
Stephen Sukaski

Released from
Training School,
on parole

Charles Dutton

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the third day of March A. D. 1909.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of Charles Dutton of North Adams, Mass., from the Hampden County Training School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of North Adams, after due notice and hearing, it is considered and adjudged by said commissioners that it will be for the best interest of the said Charles Dutton to be at liberty.

And thereupon said Commissioners order that he be released forthwith under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of North Adams.

Robert O. Morris, Clerk.

Order revoking
permit to be at
liberty,

James R. Atkinson

Commonwealth of Massachusetts.

Hampden, ss. County Commissioners' Meeting. March 22, 1909.

Whereas, it has been made to appear to said Commissioners that James R. Atkinson of Westfield, in said County, was sentenced to the House of Correction in said county, on the 14th day of January, 1909, by the District Court of Western Hampden, and whereas it further appears that a written permit to be at liberty was issued to the said James R. Atkinson on the 3d day of March, 1909, by said Commissioners under the provisions of section 113 of Chapter 225, of the Revised Laws and it further appears, that said James R. Atkinson has been convicted of a crime punishable by imprisonment, it is now ordered by said commissioners that the said permit be revoked.

Chas. C. Spellman)

J. M. Sickman)

Wm. H. Porter)

County
Commissioners.

Order for transfer

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. March 30th, 1909.

To Fred A. Bearse, Treasurer of Hampden County,-

You are hereby authorized to transfer from the fund for the Hall of Records in your hands as Treasurer, to the general fund, the sum of nineteen thousand dollars (\$19,000.00).

Chas. C. Spellman)

J. M. Sickman)

Wm. H. Porter)

County
Commissioners.

December Meeting 1908

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the seventh day of April, A. D. 1909.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of Luther Madison of Springfield, Mass., from the Hampden County Training School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Springfield, after due notice and hearing, it is considered and adjudged by said commissioners that it will be for the best interest of the said Luther Madison to be at liberty.

And thereupon said Commissioners order that he be released forthwith, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of Springfield.

- Robert O. Morris, Clerk.

Released from
Training School, on
parole,
Luther Madison

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the seventh day of April A. D. 1909.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of John J. Brennan of Holyoke, Mass., from the Hampden County Training School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Holyoke, after due notice and hearing, it is considered and adjudged by said commissioners that it will be for the best interest of the said John J. Brennan to be at liberty.

And thereupon said Commissioners order that he be released forthwith under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of Holyoke.

Robert O. Morris, Clerk.

Released from
Training School, on
parole,
John J. Brennan

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the seventh day of April A. D. 1909.

Released from
Training School, on
parole,
Salvadore Blanko

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of Salvadore Blanko of Pittsfield, Mass., from the Hampden County Training School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Pittsfield, after due notice and hearing, it is considered and adjudged by said commissioners that it will be for the best interest of the said Salvadore Blanko to be at liberty. And thereupon said Commissioners order that he be released forthwith, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of Pittsfield.

Robert O. Morris, Clerk.

Allowance for
damages done to
Sheep.

The sum of two hundred and fifty-eight dollars and ten cents is allowed for damages and other expenses incurred under the Statutes relative to Dogs, and the same is ordered to be paid out of the moneys received by the County Treasurer under the provisions of said Statutes.

Accounts

\$31,336.96

Sundry accounts, being presented, are allowed, and the same, amounting to the sum of thirty-one thousand, three hundred and thirty-six dollars and ninety-six cents, are ordered to be paid from the county treasury.

Hampden, ss: April 13th, 1909.

Judgment is entered up according to reports &c and all matters not acted upon are ordered to be continued and this meeting is adjourned without day.

Attest:-

Robert O. Morris Clerk.

The Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners begun and holden at Springfield, within and for said county of Hampden on the second Tuesday of April, being the thirteenth day of said month, and by adjournment on the eighteenth and twenty-fourth days of said month, and by adjournment on the fifth, twentieth and twenty-second days of said May, and by adjournment on the second, fifth and eighth days of June, in the year of our Lord one thousand nine hundred and nine.

Present,

Charles C. Spellman, Esq. Chairman)	
James M. Sickman,	"	County
Wm. H. Porter,	"	Commissioners.

The Commonwealth of Massachusetts

Hampden, ss: County Commissioners' Meeting. April 24th, 1909.

Voted:

That Fred A. Bearse, County Treasurer, be authorized to borrow on the credit of the County, and in anticipation of the county tax, a sum of money not exceeding One Hundred Thousand Dollars (\$100,000.00) and to make, execute and deliver a note or notes to that amount, payable November fifth, 1909, to the order of such Bank, Institution, Corporation or Individual, as he, the said Bearse shall elect, and to pay interest or discount thereon at a rate not exceeding three and one half per cent per annum.

County Treasurer authorized to borrow in anticipation of county tax.

Chas. C. Spellman)	
J. M. Sickman	)	County
Wm. H. Porter	)	Commissioners.

In conformity with a resolve of the General Court, passed at their present session granting a tax of one hundred and eighty-four thousand dollars (\$184,000.00) for the County of Hampden, the same is apportioned upon the several cities and towns in said County, in manner following,

County Tax Assessed

Agawam	1,826.39
Blandford,	465.55
Brimfield,	429.73
Chester,	716.23
Chicopee,	11,531.35
East Longmeadow,	716.23
Granville,	465.55
Hampden,	393.92
Holland,	107.43
Holyoke,	45,480.76
Longmeadow,	1,145.97
Ludlow,	3,079.79
Monson,	2,112.88
Montgomery,	143.24
Palmer,	4,010.89

Russell,	644.60
Southwick,	680.42
Springfield,	92,465.60
Tolland,	179.05
Wales,	322.30
West Springfield,	6,302.84
Westfield,	9,669.13
Wilbraham,	1,110.15
	<u>\$184,000.00</u>

And warrants have been issued dated May fifth, nineteen hundred and nine directed to the Selectmen or Assessors of the several towns and cities in said County directing them to assess the same upon the inhabitants of their respective towns and cities, and requiring their Collectors or Constables to collect the same, and to cause the amount so collected to be paid into the County Treasury.

Released from
Training School,
on parole
Louis Gauthier

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the fifth day of May, A. D. 1909.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of Louis Gauthier of Pittsfield, Mass., from the Hampden County Training School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Pittsfield after due notice and hearing, it is considered and adjudged by said commissioners that it will be for the best interest of the said Louis Gauthier to be at liberty.

And thereupon said Commissioners order that he be released forthwith, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of Pittsfield.

Robert O. Morris, Clerk.

Released from
Training School,
on parole
Leonel M. Beaupre

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the fifth day of May A. D. 1909.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of Leonel M. Beaupre of Pittsfield, Mass., from the Hampden County Training School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Pittsfield, after due notice and hearing, it is considered and adjudged by said commissioners that it will be for

the best interest of the said Leonel M. Beaupre to be at liberty. And thereupon said Commissioners order that he be released forthwith, under the provisions of the Acts of 1904 Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of Pittsfield.

Robert O. Morris, Clerk.

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the fifth day of May A. D. 1909.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of Rosairo Sicotte of Holyoke, Mass., from the Hampden County Training School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Holyoke, after due notice and hearing, it is considered and adjudged by said commissioners that it will be for the best interest of the said Rosairo Sicotte to be at liberty.

And thereupon said Commissioners order that he be released forthwith, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the School regulations of the city of Holyoke.

Robert O. Morris, Clerk.

Released from
Training School,
on parole,
Rosairo Sicotte

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the fifth day of May A. D. 1909.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of Russell Brown, formerly of Springfield, from the Hampden County Training School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Springfield, after due notice and hearing, it is considered and adjudged by said commissioners that it will be for the best interest of the said Russell Brown to be at liberty.

And thereupon said Commissioners order that he be released forthwith, under the provisions of the Acts of 1904 Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of Springfield.

Robert O. Morris, Clerk.

Released from
Training School,
on parole,
Russell Brown

Order revoking
permit to be at
liberty,
Horace W. Potter

Commonwealth of Massachusetts.
Hampden, ss: County Commissioners' Meeting. May 20th, 1909.

Whereas, it has been made to appear to said Commissioners that Horace W. Potter of Springfield, in said County, was sentenced to the House of Correction in said county, on the 22d day of December, 1909, by the Police Court of Springfield, and whereas it further appears that a written permit to be at liberty was issued to the said Horace W. Potter on the seventh day of January, 1909, by said Commissioners under the provisions of section 113 of Chapter 225, of the Revised Laws and it further appears that said Horace W. Potter has been convicted of a crime punishable by imprisonment it is now ordered by said commissioners that the said permit be revoked.

Chas. C. Spellman) County
J. M. Sickman) Commissioners.

M. S. Converse Co.
awarded contract
for furnishing
Jail, Court House
and Training School
with coal.

May 22, 1909.

M. S. Converse Co. was awarded the contract for furnish-
ing the

Georges Creek for jail	@ \$4.12
" " " court house	@ \$4.57
Lehigh egg " training school	@ \$6.37

Released from
Training School,
on parole,
Michael Griffin

Commonwealth of Massachusetts.
Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the second day of June A. D. 1909.

Voted. A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of Michael Griffin of Chicopee, from the Hampden County Training School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Chicopee, after due notice and hearing, it is considered and adjudged by said Commissioners that it will be for the best interest of the said Michael Griffin to be at liberty. And thereupon said Commissioners order that he be released forthwith, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of Chicopee.

Robert O. Morris, Clerk.

April Meeting, 1909

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the second day of June A. D. 1909.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of George J. Daniels of West Springfield, from the Hampden County Training School, a notice and opportunity to be heard having been given to the School Committee of the town of West Springfield, after due notice and hearing, it is considered and adjudged by said commissioners that it will be for the best interest of the said George J. Daniels to be at liberty. And thereupon said Commissioners order that he be released forthwith, under the provisions of the Acts of 1904 Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the town of West Springfield.

Robert O. Morris, Clerk.

Released from
Training School,
on parole,
George J. Daniels

Whereas this Board did on the second day of October, 1906, upon a petition of J. L. Hubbard and others, make a decree locating a highway in the town of Agawam, and

Whereas no damages were allowed to any person by reason of the locating of said highway, and

Whereas Wyllys Russell was the owner of land abutting upon said way for a distance of two thousand six hundred ninety-seven and 16/100 (2697.16) feet and has claimed damage because of the locating of said way and threatens and intends to bring a petition in the Superior Court for the purpose of obtaining such damages,

NOW THEREFORE it is voted that there be paid to said Wyllys Russell in full satisfaction and compensation for said damages, the sum of three hundred forty (340) dollars.

Springfield, Mass. June 2, 1909.

Chas. C. Spellman)	
J. M. Sickman	)	County
Wm. H. Porter	)	Commissioners.

Vote ordering land
damage paid to
Wyllys Russell.

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. June 2, 1909.

Whereas it appears to the satisfaction of said County Commissioners that Luther Madison of Springfield, in said County, a child committed to the Hampden County Training School, by the Police Court of

Order revoking pa-
role,
Luther Madison.

the City of Springfield, has violated the conditions of his parole issued to him by said Commissioners on the 7th day of April, 1909:-

It is therefore ordered that said parole be revoked and that an order issue to arrest said child and return him to said Training School.

Chas. C. Spellman	}	County Commissioners.
J. M. Sickman		
Wm. H. Porter		

Accounts

\$13,336.54

Sundry accounts, being presented, are allowed and the same, amounting to the sum of thirteen thousand three hundred and thirty-six dollars and fifty-four cents are ordered to be paid from the county treasury.

Hampden, ss: June 8th, 1909.

Judgment is entered up according to reports &c and all matters not acted upon are ordered to be continued and this meeting is adjourned without day.

Attest:-

Robert O. Morris Clerk.

The Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners begun and holden at Springfield, within and for said county of Hampden on the fourth Tuesday of June, being the twenty-second day of said month, and by adjournment on the twenty-ninth day of said month, and by adjournment on the first, seventh, ninth, twelfth, fifteenth, twenty-seventh and thirty-first days of July and by adjournment on the fourth, eleventh and fourteenth days of August, and by adjournment on the first, seventh and twenty-fifth days of September, in the year of our Lord one thousand nine hundred and nine.

Present,

Charles C. Spellman, Esq., Chairman)	County Commissioners.
James M. Sickman, ")	
Wm. H. Porter, ")	

To the Honorable Board of Commissioners for the County of Hampden.

Respectfully represents the undersigned citizens of Agawam in said County,-that the Townway in said Agawam leading from Springfield Street, near house owned by the town to Shoemaker Lane,-near Fyler's Brook, and known as Poplar Street, is narrow, crooked,- has never been laid out, located, or the boundary lines thereof marked.

Therefore, we pray you to view said townway, locate and mark the bounds thereof, and make such order thereon as you deem best.

Agawam, Oct. 22, 1908.

James Cesan and others, Petitioners.

The foregoing petition was entered at a meeting of the County Commissioners holden at Springfield within and for said County on the first Tuesday of October, in the year of our Lord one thousand nine hundred and eight, and was continued from meeting to meeting to this meeting, and now it is ordered that said petition be dismissed, without prejudice.

James Cesan et als.
Petitioners for
location of Poplar
Street, Agawam.

11.

Wilbraham, Mass.,

May 4th, 1909.

To the County Commissioners of the County of Hampden:-

Respectfully represent the subscribers, inhabitants of the town of Wilbraham, that the road leading from the Boston Road, so called, to Maple Street, so called and known as the Wilbraham road located in North Wilbraham is narrow and boundreys are undefined. In the opinion of your petitioners the public convenience and necessity require that said road should be relaid and bounded.

F. W. Green and others, Petitioners.

F. W. Green et als.
Petitioners for re-
location of Wilbra-
ham road in North
Wilbraham.

23.

Book of Plans 4,
page 53.

The foregoing petition was entered at a meeting of the County Commissioners holden at Springfield, within and for said County, on the second Tuesday of April, in the year of our Lord one thousand nine hundred and nine, and was continued to this meeting and due proceedings having been had thereon, the County Commissioners file the following location report, to wit:-

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. August 4, 1909.

On the Petition of F. W. Green and others, praying for a highway to be relocated in North Wilbraham. It appearing that all persons and corporations interested therein had been duly notified of the time and place of meeting, the said County Commissioners did, on the tenth day of July A. D. 1909 view said highway, and hear all parties interested, and did adjudged that common convenience and necessity required that said highway should be relocated. And now said Commissioners relocate said highway in the manner following: Beginning at a stone bound near the northwesterly corner of the house lot of John Baldwin, the same being in the southerly line of the highway leading from Springfield, to Palmer, and thence running S. 41° W. one hundred seventy-nine and sixty five one hundredths (179.65) feet to a stone bound on the northerly side of the old Boston Road, so called. The westerly line is parallel and 50 feet distant and is described as follows:- Beginning at a stone bound at a point S. 64° 51' W. one hundred twenty-three and ninety hundredths (123.90) feet from the stone bound that marks the beginning of the easterly line as described. Thence S. 41° W. one hundred eight and eighty hundredths (108.80) feet to a stone bound on the old Boston Road.

A plan of said relocation is filed herewith and made a part of this report.

And the owners of the land, over which said highway is thus laid out, are allowed until the first day of October next, to remove therefrom their buildings, wood, timber or trees. And said Commissioners having heard the proprietors of said lands, by themselves, or their agents, on the subject of damages, by them sustained by reason of laying out said highway, the owners of the land having waived damages in writing, on file with the papers, no damages are allowed.

Chas. C. Spellman	)	County
J. M. Sickman	)	Commissioners.
Wm. H. Porter)	

Hampden, ss: County Commissioners' Meeting. August 4th, A.D. 1909.

The foregoing report is filed and accepted, and thereupon it is ordered that the same be recorded; that the said road may be known as a public highway forever.

Attest:

Robert O. Morris, Clerk.

June Meeting, 1909.

Commonwealth of Massachusetts.
Hampden, ss: County Commissioners' Meeting. June 29th, 1909.

Whereas, it has been made to appear to said Commissioners that Harvey B. Siples of Westfield, in said County, was sentenced to the House of Correction in said county, on the 6th day of October, 1908, by the District Court of Western Hampden and whereas it further appears that a written permit to be at liberty was issued to the said Harvey B. Siples on the 7th day of April, 1909 by said Commissioners under the provisions of section 113 of Chapter 225 of the Revised Laws and it further appears that said Harvey B. Siples has been convicted of a crime punishable by imprisonment, it is now ordered by said commissioners that the said permit be revoked.

Chas. C. Spellman)	County Commissioners.
J. M. Sickman)	
Wm. H. Porter)	

Order revoking permit to be at liberty
Harvey B. Siples.

July 1st, 1909.

Voted to accept the bid of The Norcross Brothers Co. for the sum of \$184,000.00 for making the additions and alterations to the present court house, Springfield, their bid being the lowest.

Vote.

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the seventh day of July A. D. 1909.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of Frank Keough of Springfield, from the Hampden County Training School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Springfield, after due notice and hearing, it is considered and adjudged by said commissioners that it will be for the best interest of the said Frank Keough to be at liberty. And thereupon said Commissioners order that he be released on the tenth day of July current, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of Springfield.

Robert O. Morris, Clerk.

Released from
Training School, on
parole,
Frank Keough

Released from
Training School,
on parole,
Joseph A. Bradley

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the seventh day of July, A. D. 1909.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of Joseph A. Bradley of Pittsfield, from the Hampden County Training School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Pittsfield, after due notice and hearing, it is considered and adjudged by said commissioners that it will be for the best interest of the said Joseph A. Bradley to be at liberty. And thereupon said Commissioners order that he be released on the eighth day of July current, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of Pittsfield.

Robert O. Morris, Clerk.

Order for Transfer

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. July 7th, 1909.

To Fred A. Bearse, Treasurer of Hampden County:-

You are hereby authorized to transfer from the general fund in your hands as Treasurer, to the fund for the Alterations at the Court House, the sum of ten thousand dollars (\$10,000.)

Chas. C. Spellman) County
J. M. Sickman) Commissioners.

Clifford S. Kempton awarded con-

tract for removing

Offal at Jail and

House of Correction

July 7, 1909.

Clifford S. Kempton was awarded the contract for removing the Offal from the Jail and the House of Correction for the year commencing July 9th, 1909, for one hundred and fifty-seven dollars (\$157.00) payable in advance.

Voted to sign and execute the contract.

July 10, 1909

Voted to sign and execute the contract with The Norcross Brothers Company for additions and alterations to the court house, as of the first day of July, 1909, and to deliver the same.

Voted to accept the bond.

Voted to accept the bond of The Norcross Brothers Company, for fifty thousand dollars, with the Massachusetts Bonding and Insurance

June Meeting, 1909.

Company, as surety, conditioned upon the faithful performance of the contract of said Norcross Brothers Company for additions and alterations to the Court House.

July 31, 1909.

Voted to accept the bid of George H. McClean Co. for \$17,460. for heating the Hampden County court house.

Voted to accept the bid of Wyckoff & Lloyd Co. for \$13,500. for plumbing in the Hampden County court house.

Vote to accept bid of
George H. McClean
Company

Vote to accept bid of
Wyckoff & Lloyd
Company

Commonwealth of Massachusetts

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County on the fourth day of August A. D. 1909.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of Charles Leahy of Springfield, from the Hampden County Training School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Springfield, after due notice and hearing, it is considered and adjudged by said commissioners that it will be for the best interest of the said Charles Leahy to be at liberty. And thereupon said Commissioners order that he be released forthwith, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of Springfield.

Robert O. Morris, Clerk.

Released from Train
ing School, on
parole,
Charles Leahy

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the fourth day of August A. D. 1909.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of Stanley Wimarz of Chicopee Falls, from the Hampden County Training School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Chicopee, after due notice and hearing, it is

Released from Train
ing School, on
parole,
Stanley Wimarz

considered and adjudged by said commissioners that it will be for the best interest of the said Stanley Wimarz to be at liberty. And thereupon said Commissioners order that he be released forthwith, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of Chicopee.

Robert O. Morris, Clerk.

Released from
Training School,
on parole,
William Kelley

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the fourth day of August A. D. 1909.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of William Kelley of Pittsfield, Mass., from the Hampden County Training School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Pittsfield, Mass., after due notice and hearing, it is considered and adjudged by said commissioners that it will be for the best interest of the said William Kelley to be at liberty. And thereupon said Commissioners order that he be released forthwith, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of Pittsfield.

Robert O. Morris, Clerk.

Order revoking
permit to be at
liberty,
Fred Currier

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. September 25th, 1909.

Whereas, it has been made to appear to said Commissioners that Fred Currier of Holyoke, in said County, was sentenced to the House of Correction in said county, on the 16th day of April, 1909, by the Police Court of said Holyoke, and whereas it further appears that a written permit to be at liberty was issued to the said Fred Currier on the 6th day of May, 1909, by said Commissioners and it further appears that said Fred Currier has been convicted of a crime punishable by imprisonment it is now ordered by said commissioners that the said permit be revoked.

Chas. C. Spellman)	County Commissioners
J. M. Sickman)	
Wm. H. Porter)	

June Meeting, 1909.

Commonwealth of Massachusetts

Hampden, ss: County Commissioners' Meeting. September 25th, 1909.

Whereas, it has been made to appear to said Commissioners that David Gibson of Chicopee in said County, was sentence to the House of Correction in said county, on the 13th day of March, 1909, by the Police Court of said Chicopee, and whereas it further appears that a written permit to be at liberty was issued to the said David Gibson on the 17th day of April, 1909, by said Commissioners and it further appears that said David Gibson has been convicted of a crime punishable by imprisonment it is now ordered by said commissioners that the said permit be revoked.

Chas. C. Spellman)	
J. M. Sickman	)	County
Wm. H. Porter	)	Commissioners.

Order revoking
permit to be at
liberty,

David Gibson

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. September 25th, 1909.

To Fred A. Bearse, Treasurer of Hampden County.

You are hereby authorized to transfer from the General fund in your hands as Treasurer, to the fund for the Hall of Records, the sum of one thousand dollars (\$1,000.)

Chas. C. Spellman)	
J. M. Sickman	)	County
Wm. H. Porter	)	Commissioners.

Order for Transfer

The sum of one thousand seven hundred and sixty-five dollars and five cents is allowed for damages and other expenses incurred under the Statutes relative to Dogs, and the same is ordered to be paid out of the moneys received by the County Treasurer under the provisions of said Statutes.

Allowance for
damages done to
Sheep.

The following person is allowed the sum set against his name for damages to lands taken for highways, amounting to the sum of three hundred and forty dollars and the same is ordered to be paid from the County Treasury.

To Wyllys Russell on petition of J. L. Hubbard et als\$340.

Land damages
\$340.

Accounts.\$22,560.69

Sundry accounts, being presented, are allowed, and the same, amounting to the sum of twenty-two thousand five hundred and sixty dollars and sixty-nine cents, are ordered to be paid from the county treasury.

Hampden, ss: September 25th, 1909.

Judgment is entered up according to reports &c and all matters not acted upon are ordered to be continued and this meeting is adjourned without day.

Attest:-

Robert O. Morris Clerk.



HALL OF JUSTICE
50 STATE STREET
SPRINGFIELD, MA 01103-2021

The Commonwealth of Massachusetts

COUNTY OF HAMPDEN

REGISTER OF DEEDS

DONALD E. ASHE

TELEPHONE
(413) 755-1722 / 784-0479
FAX (413) 731-8190

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intentionally left blank

The Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners begun and holden at Springfield, within and for said county of Hampden on the first Tuesday of October, being the fifth day of said month, and by adjournment on the sixth, ninth, eleventh, twenty-third and thirtieth days of said month, and by adjournment on the third, ninth and twenty-second days of November, and by adjournment on the first and twentieth days of December, in the year of our Lord one thousand nine hundred and nine.

Present,

Charles C. Spellman, Esq., Chairman) County Commissioners.
James M. Sickman, "	
Wm. H. Porter, "	

To the Honorable County Commissioners for the County of Hampden:-

The Board of Water Commissioners of the City of Springfield present herewith plans and specifications for a proposed dam on the Little River in Westfield in said county, and pray your Honorable Board to approve the same.

Springfield, July 18th, 1907.

Board of Water Commissioners of the city of Springfield,
By S. S. Taft,
City Solicitor.

SPECIFICATIONS.

(1) The work to be done consists of furnishing all materials not expressly stated to be furnished by the Board, and of performing all labor required for the construction of an intake dam, gate-house, pipe line, tunnall, roadway, and other appurtenances upon the property of the Board, in the towns of Westfield and Russell, reached by the West Parish road from Westfield, and being located near the house formerly belonging to Martin Peterson, as shown upon a set of six plans, numbered 94 to 99 inclusive and signed by Allen Hazen, Consulting Engineer, and also by the Board and by its Engineer, and dated July 2, 1907, copies of which are filed in the office of the Board of Water Commissioners, and small printed copies of which are attached hereto, and made part of this document. These plans show only the general character of the work, and during its progress such working plans will be furnished by the Engineer as he may deem necessary.

ITEM 1. ROAD.

(2) The Contractor shall repair the old road into the Little River gorge and build a new one beyond it, following in general the route shown on the plan, from the public highway to the end of the tunnel and to the dam, and shall maintain this road in good condition until the completion of the work.

(3) Where it can be done without rock excavation, the surface of the

Board of Water Com-

missioners of the City of Springfield,

Petitioner for approval of plans and specifications for

dam on Little River, Westfield.

Contract #1.

4.

Kind of Work and Plans.

Work to be Done.

Grading.

Rock Excavation.

Amount to be Built.

Compensation.

Excavation.

Size of Trench.

Disposition of Excavated Material.

Track.

road shall be graded to a width of about sixteen feet, and drainage shall be provided to prevent washing. All wood and brush shall be cut to a distance of about ten feet beyond the graded surface of the road.

(4) Where rock excavation is required, a narrower road, with a minimum width of nine feet, will be accepted, but turnouts shall be provided at convenient places, in sight of each other, so as to allow teams to pass.

(5) The approximate length of road to be repaired and built, from the public highway to the portal of the tunnel in the gorge is about 7200 feet and to the dam about 7800 feet, by the route shown on the plans. This is believed to be in general the most feasible and best route, but the Contractor will be allowed any reasonable modification in location, in case he should wish it. The grades going in are generally under ten per cent, and average under seven per cent. Going into the gorge the maximum grade is about twenty-one per cent down. It is thought that the contractor may wish to use a chute or incline for getting materials down the slope. If they should be taken in by the road, a longer road on a lower grade would be desirable and is possible.

(6) This road is provided largely for the use of the Contractor, and the thoroughness with which this work is done will have a bearing upon the cost of getting the supplies to the work.

(7) Compensation for this item shall be the lump sum price bid for repairing and building this road as specified.

ITEM 2.

EARTH EXCAVATION NEAR PETERSON'S.

(8) The Contractor shall excavate an approach to the tunnel, beginning at the point where a large test pit has been dug by the Board. At this point the natural surface of the ground is at Elevation 500, and the invert of the tunnel is at Elevation 470. The excavation reasonably necessary for this approach, and for diverting the brook-waters, shall be paid for under this item within the following limits:

(9) The excavation shall follow the line on which it is proposed to lay the steel pipe line. The maximum excavation to be paid for shall be a trench having a bottom width of six feet at the elevation of the invert of the tunnel and of the proposed pipe line, with a downward slope of 0.4 per 1000, and with slopes of 45 degrees to the present surface of the ground.

(10) So much of the excavated material as the Engineer shall order shall be placed in dikes near the excavation for the purpose of preventing its being flooded by the brooks and all the rest shall be placed within the limits for depositing it indicated on the plans; and the material so deposited shall be roughly graded to the lines and elevations given by the Engineer.

(11) The Contractor shall have the right to maintain a track along the line of this excavation and to the dumping grounds, until the completion of this contract. It is the purpose of the Board to let other contracts and to do other work in the neighborhood of this track line

while the work done under this contract is in progress; and the Contractor shall use all care and shall so conduct his work as not to unduly interfere with the prosecution of other work to be done on this ground; and in case of need his track may be moved, but all expense of such moving shall be borne by the Board, or such other Contractor as benefits by it.

(12) The Contractor shall maintain the trench excavated under this item, and shall turn it over to the Board at the completion of this contract, free from material that has slipped or washed in, and from debris and dirt of every kind, and so that the steel pipe may be at once laid in it.

Trench Maintained
in Good Order.

(13) If ledge is encountered in making this excavation, it shall be excavated but only to such slopes and dimensions as may be actually necessary for the work and for the proposed steel pipe, and payment therefor shall be made under item 4. Boulders measuring over one cubic yard shall be estimated as rock.

Rock

(14) Compensation for excavation shall be the price per cubic yard bid therefor.

Compensation.

ITEM 3.

EARTH EXCAVATION IN LITTLE RIVER GORGE.

(15) The contractor shall excavate in Little River gorge for the approach to the tunnel, for a 54-inch steel pipe line, and for the dam, and all appurtenances. Excavation shall be in all cases to the lines and grades given by the Engineer, and in general accordance with the contract plans.

Work to be Done.

(16) The Contractor shall cut and remove all trees upon the area to be excavated. No special or additional compensation shall be made for this work, but the Contractor shall have the wood and lumber so obtained for use in the work.

Trees.

(17) The Contractor shall then excavate to the required depth, or to the ledge. The excavated material shall be deposited along the shore of the stream, or along the side of the trench; and enough of it shall be placed where it can be conveniently obtained for backfilling the trench after the steel pipe is laid. No material shall be deposited in the bed of the stream.

Disposition of
Material.

(18) The price paid for earth excavation shall be the price per cubic yard bid therefor.

Compensation.

ITEM 4.

ROCK EXCAVATION.

(19) After the surface soil is removed and the rock has been measured by the Engineer, the Contractor shall excavate the rock necessary for the approach to the tunnel in the gorge, for the steel pipe line, for the dam, and for all other structures, and also any ledge that may require to be removed in the approach to the tunnel near Peterson's.

Work to be Done.

(20) The Contractors shall excavate such rock as the Engineer shall deem necessary for the foundation of the dam and its appurtenances, and for cut-off walls, waste channels, etc. The rock excavations are to be

Foundation.

Main Dam.	extended to such depths and made in such manner as shall be ordered by the Engineer.
Care in Blasting.	(21) For the main dam it is the intention to excavate to a sufficient depth to obtain foundations on sound ledge, free from open seams or other defects, and to take out the rock in such a way that the masonry may have firm and fair bearings upon it at every point.
Inspection by Engineer	(22) In making these excavations the Contractor shall blast the rock to the extent directed with explosives of such power and in such quantities and positions as will not crack the rock upon, or against which in the opinion of the Engineer the masonry may be built. The Contractor shall remove by wedging and barring all partially loosened rocks which may be necessary to secure the required bearing, whenever the Engineer deems it advisable to do it in this way.
Foundation to be Left Clean	(23) From time to time during the excavation the Contractor shall remove all loose rock and other material from the ledge to expose it and to allow it to be examined by the Engineer for the purpose of determining its suitability for a foundation; and the subsequent blasting to be done in continuation of the work.
Trench	(24) The rock shall be left sufficiently rough to bond well with the masonry and shall be cut in rough benches and steps as required.
Disposition of Material	(25) The various portions of the rock foundation of the dam shall be cleaned if necessary and left free from all dirt, gravel, boulders and loose fragments of all kinds; and the Contractor shall use water under pressure, or stiff brushes, or other effective means to accomplishing the cleaning to the satisfaction of the Engineer.
Compensation.	(26) In excavating for the trench for the pipe, and for the approach to the tunnel, the Contractor, may, if more convenient, excavate rock beyond the lines given, but no payment shall be made for such additional rock excavated.
Definition.	(27) The excavated material shall be deposited along the banks of the stream, but not in the stream, and any rock obtained in excavation, suitable for use in the masonry may be used.
Depth of Foundation.	(28) Compensation for rock excavation shall be the price per cubic yard bid therefor.
Character of Material.	<p style="text-align: center;">ITEM 5.</p> <p style="text-align: center;">EXCAVATION BELOW GRADE.</p> <p>(29) Excavation below grade shall be all excavation for the dam below elevation 447 which is approximately the natural low water level in the middle of the stream at the upper face of the dam; and all excavation below this level shall be paid for under this item.</p> <p>(30) It is impossible to tell in advance how deep it will be necessary to go to secure the requisite foundation for the dam, and this will be determined as the work proceeds.</p> <p>(31) It is believed that all material to be excavated under this item will be boulders or ledge; but no distinction shall be made, and earth or softer materials if encountered shall be paid for at the same rate.</p>

(32) The work to be done under this item shall conform in all respects to the specifications under the preceding item, and in addition the Contractor shall keep the excavation sufficiently free from water to allow inspection of the work by the Engineer and determination of the conditions reached and requirements for further excavation.

Work to be Kept
Free From Water.

(33) Compensation for excavation below grade shall be the price per cubic yard bid therefor.

Compensation.

ITEM 6.

CARE OF WATER DURING CONSTRUCTION OF DAM, ETC.

(34) The Contractor shall build, substantial coffer dams across the Little River, at least twenty feet above and below the lines of the proposed dam. He shall build a flume to carry the ordinary flows of the said river to a point entirely below the proposed structures.

Coffer Dams.

(35) The Contractor shall provide pumping facilities to pump out the excavation made for the dam and shall keep the same thoroughly pumped out as long as may be necessary and until the completion of the masonry in it.

Work to be Free
from Water.

(36) The Contractor shall make any other provisions that may be necessary for taking care of the water during construction and shall repair any damage to the work done by floods.

Other Precautions.

(37) The Contractor may, if he wishes, include under this item the cost of any plant or equipment for placing masonry which is not dependent upon the volume of said masonry and which because of the uncertainty of the said volume of masonry to be required, he prefers to include in this way; but in making progress estimates no account shall be taken of plant so included.

Contractor's Plant.

(38) The compensation paid for this item shall be full compensation for all costs of taking care of the water from the start of the work to its finish, and shall be the one lump sum bid therefor.

Compensation.

ITEM 7.

CYCLOPEAN MASONRY DAM.

(39) The Contractor shall build a masonry dam upon the site shown. The contract plans show the general character and dimensions of the dam. The elevation of the top, the thickness and manner of construction as shown on these plans will be closely adhered to.

Work to be Done.

(40) In other respects the design is subject to change after the excavation is complete, and such changes will be made if the excavation discloses underground conditions which would allow changes in the shape or form of the apron or of the down-stream curve, or any other part of the dam, to be made with advantage to the work.

Engineer May Change
to Fit Position of
rock

(41) When such modifications are made, by the Engineer, he shall give the Contractor due notice thereof, and shall furnish him as promptly as possible with plans of the revised locations and shapes; but no change shall be made in the general character of the work or in its general dimensions.

No change in General
Character.

(42) The Contractor shall provide suitable and substantial forms as re-

Forms

	<p>quired. The forms for the dam shall in general be of two-inch plank, supported by stout posts, held in place by bolts, built into the concrete already placed. In general, bolts with nuts at both ends shall be used, one end being embedded in the concrete when it is placed. After the bolts have served their purpose they shall be screwed out of the holes, leaving one nut permanently in the concrete, and the hole thus left shall be neatly filled with cement mortar.</p>
Size.	<p>(43) Forms shall be of such a height as to permit the concrete to be placed in three-foot layers. The forms shall be of smooth planed lumber substantially water-tight, and cut to approximate closely the required curves.</p>
Cyclopean Masonry	<p>(44) Cyclopean masonry shall be used for substantially the whole of the work done under this item. This masonry shall be made of large rocks or stones, embedded in concrete, and as large a proportion of stone shall be used as is consistent with securing tight work.</p>
No Winter Work	<p>(45) The work shall be so arranged that all masonry may be laid between April 1st and December 1st, and no masonry shall be laid under this item during the winter months.</p>
Concrete	<p>(46) The proportions of mixing concrete shall be:</p> <p>1 barrel of American Portland cement, weighing 380 pounds, net 11 cubic feet of sand, measured loosely 19 cubic feet of ballast, measured loosely.</p>
Cement.	<p>(47) The cement shall be made by a manufacturer of established reputation. The brand shall be subject to the approval of the Engineer, and only one brand shall be allowed upon the work, except by special permission of the Engineer.</p>
Packing	<p>(48) Cement shall be furnished in bags of strong, close duck cloth, and shall, in all cases, be in original packages, suitably branded. Cement shall be stored in a suitable house provided by the Contractor for the purpose, near the concrete mixer or mixers. The house shall be sufficiently large so that the different lots of cement can be kept separately and readily accessible; and no cement shall be used that has not been in the storehouse for two weeks. Scales shall be provided for weighing the cement and a place for cement testing provided.</p>
Record.	<p>(49) The Contractor shall keep a record of the dates and quantities of the various lots of cement received and of the cement used, and said record shall be accessible to the Engineer at all times.</p>
Quality	<p>(50) The cement shall be of a uniform color, finely ground, so that not more than eight per cent by weight shall remain upon a sieve with 100 meshes per lineal inch, and shall have a specific gravity of not less than 3.10. It shall contain not more than 1.75 per cent of sulphuric acid, computed as SO_3.</p>
Pats.	<p>(51) Round pats of neat cement, about three inches in diameter, one-half inch thick at the center, and tapering to a feather edge, shall not show signs of swelling, warping, cracking, checking, disintegrating or any other signs of unsoundness after being in air or water at ordinary temperature for twenty-eight days.</p>

(52) Briquettes of cement, with one square inch of cross-section, shall develop the following ultimate tensile strengths as determined from an average of five specimens.

Briquettes

Neat Cement:

Age 24 hours (1 hour in air, 23 in water) strength 170 pounds.

Age 7 days (1 day in air, 6 in water) strength 450 pounds.

Age 28 days (1 day in air, 27 in water) strength 550 pounds.

One part of cement to three parts standard sand by weight:

Age 7 days (1 day in air, 6 in water) strength 150 pounds.

Age 28 days (1 day in air, 27 in water) strength 200 pounds.

(53) If any lot of cement, as determined by a reasonable number of samples, fails to pass the tests, or is otherwise unsuitable for use in the work, the entire lot from which the samples were taken shall be rejected and immediately removed from the work.

Rejection

(54) The sand shall be coarse-grained and sharp and reasonably free from loam and all foreign substances. It shall be equal to the best sand shown in the pits near the road leading into the gorge and above the work. The best layer of sand thus disclosed shall be uncovered, and it is believed that sufficient sand of a desirable quality will be obtained from this general location. In case, however, the supply should be exhausted, sand of equal quality shall be obtained by the Contractor from some other place.

Sand

(55) Ballast shall consist of fragments of hard durable stone, broken to such sizes that all will pass through a two and one-half inch ring, and from which excess of small particles shall if necessary be removed.

Ballast

(56) The stone to be broken for ballast shall be equal in quality to that exposed in a ledge on the hillside 200 feet more or less from the dam-site and above it.

Most of ledge exposed near the bed of the stream contains too much mica, and will not be accepted for ballast, but any rock obtained in excavation for the dam or tunnel of the required quality will be accepted. Screened gravel will be accepted for ballast should a suitable deposit be discovered. Loose stones obtained from the bed of the Little River may also be broken for ballast and the quality of these stones is acceptable.

(57) The rock to be used in the cyclopean masonry shall be hard and durable, free from cracks or defects, and may be in as large pieces as can be handled and properly embedded in the concrete, not however, usually exceeding in diameter one-fourth of the thickness of the dam or wall at the point at which they are placed.

(58) The rocks may be obtained from the above mentioned ledge above the dam, and the best rock obtained from excavating for the dam and tunnel will be accepted. Boulders from the bed of the stream also will be accepted.

(59) When placing cyclopean masonry, wet concrete in sufficient quantities shall be deposited in low places within the forms and in the interior of the dam, and before this concrete shall have attained its ini-

Placing.

Care in Placing
Large Stones.

Joining New Work
to Old.

Top of Dam

Additional Cement.

Proportions May be
Changed.

tial set, large stones shall be laid in it, as closely together as possible. The stones shall be moved about and moved with a bar and jarred so as to settle them well into the concrete, and to force the escape of entrained air under the stones and to insure the filling with concrete of all the spaces beneath and between the large stones. In the spaces between the large stones and between these stones and the faces of the dam, large enough to admit, smaller stone shall be embedded in the concrete, the object being to obtain a monolithic mass with as large a proportion of stone as it is possible to secure, and a wall as nearly impervious to water as can be made. Small walls or dams of spalls laid in cement mortar shall be built, as necessary, to retain the soft concrete in which large stones are being embedded.

(60) In placing large stones care shall be taken to secure good bonding both horizontal and vertical and to avoid in any way disturbing stones after they have been placed, but the Engineer may order particular stones which he believes to be not properly bedded to be removed and re-set.

(61) Where work is stopped it shall be brought to such lines and rough faces as will secure good bonds and lines of pressure between the new work and the old work and as will tend to water-tightness and all old work shall be thoroughly cleaned and covered with cement mortar immediately before new work is brought against it.

(62) The top or crest of the dam shall be put in as one final layer at least three feet thick, containing the steel rails as shown. It may be put in all at once, or in two or three sections each built as specified and with clean vertical joints with grooves between them, and shall be finished at the top before the concrete sets.

(63) The Engineer may require the use of an additional quantity of cement in any part of the dam and apron. The order requiring such additional quantity of cement shall be in writing, and shall specify what proportion of the masonry is to be so mixed, and the additional quantity of cement used in each batch, and the representative of the Engineer shall keep track of and shall report the additional quantity of cement used under this order and the Contractor shall be paid for such additional cement, including the cost of transporting it into the gorge, under item 11, and no other payment for change in the proportion of mixing shall be made.

(64) The Engineer may change the proportions of sand and ballast in the concrete at his discretion, keeping the aggregate volume to be mixed with one barrel of cement unchanged; and he may take into account any small and tolerably uniform quantity of ballast in the sand or any small and tolerably uniform quantity of sand in the ballast, and shall change the proportions as may be necessary to correct for such mixing. In case sand is contained in the ballast the volume of it shall be estimated and the quantity of sand shall be reduced, but without corresponding increase in the quantity of ballast, as it is assumed that the sand fills the voids in the ballast and does not increase its total volume.

(65) It is believed that all crusher dust obtained in the work will contain too much mica for satisfactory use as sand. If, however, any rock should be crushed reasonably free from mica, the crusher dust may be allowed by the Engineer, after subjecting it to such reasonable tests as may be required to show its suitability for the work.

Crusher Dust.

(66) The concrete in the cyclopean masonry shall be placed against the forms and shall be forked and worked against them to remove all air, and to work the stones in the concrete a little back from the face, and the procedure shall be such that when the forms are removed, a smooth finished face shall be produced at all points.

Faces Finished
Smooth

(67) Any masonry showing voids after the forms are removed shall be cut out to a depth of at least two feet and to such lines as may be required by the Engineer, and replaced with masonry meeting these specifications.

(68) The top of the dam and the top of the abutments, not made against forms, shall be brought to the required levels and curves and shall be finished by ramming and troweling to form a smooth surface, but without the addition of richer mortar at the surface. All exposed corners shall be neatly beveled as shown by the plans.

Troweling.

(69) The Contractor shall have the option of building the exterior of the dam of concrete blocks, and of dispensing with wooden forms. If the Contractor shall avail himself of this option, he shall notify the Engineer in writing three months before the placing of the masonry is commenced. Thereupon the Engineer will make plans for the concrete blocks. These blocks shall in general contain not less than one cubic yard each, and shall be designed with headers and stretchers so as to afford a good bond with the masonry back of the blocks. The proportions of mixing shall be the same as herein specified. The blocks shall be cast face downward with the face against a steel plate. If concrete blocks are used in any part of the dam they shall be used in all parts of it. The blocks shall be thoroughly set and hard before being laid, and shall be laid with three-quarters inch joints and all joints shall be thoroughly filled with mortar. The mortar in the joints shall afterwards be cut out to a depth of two inches and filled and caulked with cement mortar by skilled workmen.

Concrete Blocks

(70) Compensation for cyclopean masonry in dam shall be the price per cubic yard bid for this item.

Compensation

ITEM 8.

CONCRETE MASONRY.

(71) The concrete masonry shall be mixed of the materials and in the proportions specified for the preceding item, except that no large stones shall be laid in it. The specifications for mixing and placing, and especially for surface finish, in the preceding item shall apply to it. Under concrete masonry will be estimated the walls and floors and roof of the gate-house, and the roof of the screen-chamber, concrete placed around parts of the steel pipe line to anchor it, and any other concrete structures required in the prosecution of the work which are less than two feet in thickness.

Proportions of
Mixing.

Compensation	(72) Compensation shall be the price per cubic yard bid for this item.
	ITEM 9.
	RUBBLE MASONRY.
Thickness of Walls	(73) The Contractor shall build rough stone retaining walls near the ends of the dam, and elsewhere if required upon the work. The thickness, batter of face, and other dimensions of such walls shall be such as may be required for their specific purposes. Such walls shall be built of the best stone obtained in excavation from the dam or from the tunnel, or may be taken from the above mentioned ledge above the dam.
	(74) At no point shall a wall of less than two feet in thickness be required under this item.
Placing	(75) The stone shall be placed by hand to secure solid bearings and to prevent danger of subsequent movement or settlement, but irregular stone may be used.
Exposed Faces.	(76) On the exposed face of the wall selected stone shall be used, which shall be laid up to an approximately even face, and with the smallest dimension of the stone always parallel with the face. Large stone, which shall not be easily moved, shall be used at the top.
Toe	(77) The toe of the wall shall be well secured, and the Contractor shall if required excavate a trench to contain it, and such trench shall be paid for as excavation.
Conform to Lines and Grades.	(78) All walls shall conform accurately to the lines and grades given, and no payment shall be made for projecting stones beyond these lines.
Compensation	(79) Compensation shall be the price bid per cubic yard and shall cover all work and material as specified.
	ITEM 10.
	T U N N E L .
Work to be Done	(80) The Contractor shall excavate and line with concrete a tunnel, on the line shown and between the points where the present elevation of the ground is about 30 feet above the invert of the proposed tunnel, a distance of about 4530 feet. The slope of the tunnel shall be 0.4 ft. per 1000 ft.
Material Encountered.	(81) Most of the tunnel will be in rock, but a certain and unknown part of it may be in sand or gravel.
Disposition of material.	(82) The material obtained in excavating the tunnel shall be deposited in the following manner.
	(83) At the Peterson end all sand or gravel shall be deposited on the same dump that is specified for receiving the material from the open cut. All the rock that is excavated shall be placed on another dump near that first mentioned, and shall be kept separate from the sand and gravel.
	(84) At the gorge end of the tunnel the excavated material shall be placed along the bank of the river and not in the bed of the river.
	(85) Some of it shall be used for improving and widening the road to the work immediately below the outlet of the tunnel.
	(86) Material obtained in tunnel excavation suitable for use in making concrete or masonry, as otherwise herein specified may be used for that purpose.

(87) The tunnel shall be driven from both ends, and no shaft shall be required.	Driving
(88) That part of the tunnel which proves to be in sand or gravel shall be securely timbered to support with safety the material of the sides and top until the lining is in place. Timbering shall also be used if required in the rock portion of the excavation.	Timbering.
(89) The excavation in rock shall be carried at all points to the lines of minimum thickness of tunnel lining, as shown on the plans, and all rock projecting beyond this limit shall be broken off and removed.	Lines
(90) The timbering of the tunnel, where used, shall be placed on such lines as to permit the required sections of concrete to be obtained.	
(91) The tunnel shall be sufficiently ventilated at all times for the health and comfort of the workmen employed in it, and to permit the Engineer and his inspectors to examine the work as it proceeds.	Ventilation.
(92) Tunnels shall be adequately lighted, preferably with electric lights, and special illumination shall be provided where concrete is being placed, or any work requiring close and continued inspection.	Lighting.
(93) Upon the completion of the excavation the tunnel is to be lined with concrete with the section shown on the plans. The minimum thickness of concrete shall be four inches on the sides and bottom, and six inches in the roof, except that against sand or gravel, the increased thickness shown by the plans shall be required.	Lining.
(94) All spaces between the concrete lining and the rock or the timbering shall be filled with concrete, except that large spaces above the roof may be filled with closely laid rubble masonry.	Outside Spaces.
(95) The proportions of mixing concrete for the tunnel lining and the qualities of the materials composing it shall be as specified under item 7.	Concrete.
(96) The forms for the lining shall be true, and of the required dimensions, and firm enough so that they will not spring with the pressure of the wet concrete against them. They may be either of wood or of steel.	Forms
(97) The concrete shall be placed against the forms and shall be spaded and rammed so as to present a finished surface when the forms are removed, and all parts of the concrete showing considerable voids when the forms are removed shall be cut out and replaced with concrete which meets these specifications.	
(98) The Contractor may use brick work in place of concrete in any part of the lining, especially at the junction with the steel pipe, and wherever the conditions are difficult or where the work would be facilitated by such use.	Brick May be Used.
(99) Bricks shall be of the best quality, of uniform size and texture, clear ringing, burned hard entirely throughout, and shall not absorb more than 16 per cent of water after complete drying. They shall be laid to lines one-half inch back from the lines of the finished section, and all brick work shall be plastered before the completion of the work to the finished lines. Cement mortar mixed in the proportion of one	Quality of Brick

Filling for Outside
Spaces.

Drain

Method of Joining
Steel Pipe with
Tunnel.

Excess Concrete.

Estimates for Ex-
cavation.

Alternative Pro-
positions.

volume of cement to two volumes of sand shall be used in laying and plastering brick work.

(100) If large spaces outside of the tunnel section should be accidentally excavated, the Engineer may permit them to be refilled with concrete containing only one-half of the quantity of cement specified for the lining, at his discretion, and under reasonable regulations; and as many stones as possible may be embedded in the concrete in refilling such cavities, but leaving room for the regular lining of the specified proportions.

(101) In any parts of the tunnel where water enters, a drain shall be provided under the floor to remove the water while the lining is being placed. This drain shall be of tile, six inches in diameter or larger, and in all cases large enough to carry the whole quantity of water to be removed. This drain need not be laid to line and grade, but shall be low enough to secure the drainage while the floor is being placed. Branch drains to springs or cracks where water is entering shall be provided if necessary. After the lining is placed and set the drains shall be securely plugged with concrete at convenient intervals, not exceeding one hundred feet apart.

(102) At the Peterson end of the tunnel the lining shall be carried to the end of the tunnel, and shall be there left so that it may afterwards be connected with a 54-inch steel pipe to be laid in the trench excavated under this contract.

(103) In the gorge the regular tunnel lining shall be stopped at a point to be determined by the Engineer after the excavation is made, where the rock is perfectly sound and solid, and where a satisfactory connection can be made. From this point to the end of the tunnel 54-inch steel pipe will be laid.

(104) The space between the 54-inch steel pipe and the rock shall be solidly filled with concrete for such distance, not less than forty feet, as the Engineer shall require. The end of the steel pipe shall be neatly joined to the end of the tunnel lining, as shown by the plans. The concrete between the steel pipe and the rock shall be very carefully placed, so as to form a perfectly water tight plug, and special care shall be taken in closing under the bottom of the steel pipe and at the top to bring the concrete against the top of the excavation and to ram it well in place to prevent leakage when the line is used under pressure.

(105) All concrete required for this connection with the steel pipe, in excess of that which would have been required with the regular lining section carried to the end of the tunnel, shall be computed by the Engineer and estimated under Item 8.

(106) In making progress estimates for the work, two-thirds of the price of the finished tunnel shall be estimated when the excavation is made of the full required size, and the remaining third when the lining is completed.

(107) Contract drawings show, and the specifications provide, for ordinary methods of tunneling. The Board will, however, consider proposi-

ions from the Contractor for improved methods of tunneling tending to diminish the quantities of excavated materials and masonry, minimize the timber left in place and reduce the time required for driving the tunnel. The fact that special machinery or devices for driving tunnels may require a change of cross-section will not debar them from consideration. Any and all such propositions, if suggesting considerable changes, shall be the subject of written agreements, as provided in Articles 150 of this contract.

(108) Compensation shall be the price per lineal foot of tunnel, and shall include excavation, bracing, lining, refilling all spaces beyond the masonry lining, draining and all work and materials as specified under this item.

Compensation.

ITEM 11.

HAULING STEEL PIPE, CAST IRON PIPES AND GATES.

(109) The Board will provide the 54-inch steel pipes and the 36-inch, 8-inch and 6-inch cast iron pipes, and all the gates required for the prosecution of this work. These materials will be delivered to the Contractor or on board cars at Westfield. The Contractor shall promptly, unload these materials on notice from the Engineer, and shall pay all demurrage accruing to the railroad if not removed within 48 hours after such notice by the Engineer, shall inspect them to make sure that they are in good order, shall haul them to the Little River gorge, and shall protect them from loss or damage from any cause until required in the work, and shall be responsible for any parts lost or damaged after he takes charge of them, and shall make good by replacing or repairing such parts. The largest pieces to be hauled will be 54-inch steel pipe 5-16 inch thick, in about 30-foot lengths, each length weighing about 6700 pounds.

Work to be Done.

(110) It is suggested that it may be possible to take the steel pipe, and perhaps some of the other fittings, into the gorge through the tunnel after excavation is completed. The approximate distance from the Westfield station to Peterson's house by the public road is six miles, and from thence over the hill to the dam by the proposed road is about 1.7 miles.

(111) The price bid shall be a price per ton of 2000 pounds for all material hauled and handled, under the item, but the Contractor shall not be required to make a special trip to haul less than two tons. The Board may, at its option, make other arrangements for hauling small lots.

Compensation.

ITEM 12.

PLACING AND REFILLING ABOUT STEEL PIPE.

(112) In the trench, paid for under Item 3, the Contractor shall place the steel pipe provided by the Board, and bring the same accurately to the required line and grade. He shall connect the steel pipe with the structures at both ends in a workmanlike manner. The Board will make the riveted joints in the steel pipe and will caulk them after the pipe is brought to position, but the Contractor shall make all needed excav-

Work to be Done.

Backfill.	<p>ation to make the joints accessible to the Board for this purpose.</p> <p>(113) The Contractor shall backfill the trench with earth obtained in excavation, and shall cover the pipe to a minimum depth of three feet, and to the section shown, and with materials that will give a secure slope on the down-stream side. It is believed that sufficient earth will be obtained in excavation for this purpose. Should there be a shortage a part of the backfilling may be made with crusher dust or sand or other approved fine material. Above the top of the pipe coarser material may be used in backfilling.</p>
Compensation.	<p>(114) Compensation for placing and refilling about this pipe shall be the one lump sum bid therefor.</p>
	<p>ITEM 13.</p>
Description.	<p>STEEL REINFORCEMENT IN CONCRETE.</p> <p>(115) The Contractor shall furnish and set 1 inch 3-4-inch and 1-2 inch rods of twisted steel, as shown by the plans and the amount indicated by the schedule thereon, and in such other places as may be ordered. All the steel used for this purpose shall be of the shapes, weights and sizes shown on the drawings, or ordered. Other styles of reinforcement having equivalent net cross section areas of steel, with irregular surfaces for bonding and otherwise meeting the specifications may be substituted by the Contractor.</p>
Quality.	<p>(116) The rods shall be of full dimensions, and shall conform to standard specifications for mild steel having a tensile strength of 55,000 to 65,000 pounds per square inch, and an elongation of at least 25 per cent and shall stand without cracking, bending cold 180 degrees to a diameter equal to the nominal size of the rod, these tests being made on samples of metal before deforming. Twisted steel bars shall be twisted cold so that each bar shall have one complete turn in a length of not less than eight nor more than twelve times the nominal size. The steel shall show no tendency to crack in twisting and after twisting shall stand without cracking, bending cold 180 degrees to a diameter equal to two times the nominal size of the rod.</p>
	<p>(117) All steel reinforcements shall be placed in the exact positions and with the spacing shown on the drawings, or ordered, shall have the ends bent sharply at a right angle, and shall be so fastened in position as to prevent becoming displaced during the placing of the concrete, and the stones embedded in the masonry shall be so placed as not to interfere with the steel reinforcements. The metal shall be free from rust when placed in the concrete.</p>
Compensation.	<p>(118) Compensation for steel reinforcing the concrete shall be the price bid per pound for the number of pounds actually placed, in accordance with the plans, or as ordered by the Engineer; and shall include the cost of metal including any royalty, the cutting, placing, fastening in position, keeping free from rust and all other costs connected therewith. It shall not include any waste metal due to the fact that the lengths supplied were too long for their purpose. The quantity paid for shall, however, include extra metal in laps where authorized by</p>

the Engineer due to the fact that a single bar would be unreasonably long. In computing the weight one cubic inch of steel shall be reckoned as 0.283 pounds.

ITEM 14.

APPURTENANCES.

(119) The Contractor shall place the following appurtenances, supplied by the Board:

Materials to be
Placed.

(120) A line of 36-inch cast iron pipe through the dam, at a low elevation, to assist in managing the water during construction. When the work is nearly complete, a sluice-gate, furnished by the Board, shall be attached to the flange at the upper end of this pipe in a secure and workmanlike manner and making a joint that is entirely water-tight.

Cast iron Pipe.
Rails.

(121) A line of 36-inch cast iron pipe with gate valves serving as a blow-off.

(122) A line of 36-inch cast iron pipe with gate valves connecting with the steel pipe line.

(123) Two lines of 8-inch cast iron pipe with gate valves for indicating water levels.

(124) A line of 6-inch wrought iron pipe serving as an air vent for the steel pipe.

(125) The extension stems and wheels and standards connected with some of the gates and serving to operate them, as shown on the plans.

Wrought Iron Pipe.

(126) The Contractor shall furnish the lead for making the joints, the belts, the gaskets, and all other materials for completing these lines; shall cut the pipe if necessary, and shall make workmanlike joints between all the different pieces, and shall set them in the masonry and shall surround the same, and shall make the joints between the masonry and the pipe water-tight in all cases.

Fittings.

Joints.

(127) The Contractor shall furnish and deliver upon the ground and place in the work the following materials:

(128) Thirty-five old rails thirty feet long of standard section weighing about twenty pounds per lineal foot, in good order and sound in every respect. Twelve of these rails shall be placed in the inlet screen and shall be securely bolted as shown, to the l-beams. Twenty-three of them shall be placed in three continuous lines in the masonry in the upper part of the dam.

Materials Furnished
and Placed.

(129) These rails shall be placed and joined together to form continuous lines of steel. This may be done by bending the ends of each rail for a distance of about eighteen inches to a right angle and hooking them together; or special fish plates may be bolted on in such way as to make joints capable of developing at least seventy per cent of the tensile strength of the rail; or the rails may be welded by an approved process, and the joints so made shall be subject to test by bending, without breaking, to demonstrate the strength of each joint. These rails shall be laid so as to break joints in the different lines.

Placing.

(130) Five 15-inch, 80-pound, l-beams, 12 feet long, placed in the inlet screen. These l-beams shall not be built solidly into the masonry but recesses shall be left for them in which they shall be laid, and

l-Beams

mortar shall be placed about them to fill the spaces after all is in position.

(131) Two 8-inch 18-pound I-beams, 14 feet long, to form the guides for the planks in the waste weir, and one 8-inch 18-pound I-beam 14 feet long, built into the walls of the gate house as shown.

(132) Rail and bracket for supporting platform in front of screen as shown.

Ladders.

(133) Steel ladders, furnished and set in the screen chamber, 26 feet long; on the outside face of the same 32 feet long; leading to the weir 14 feet long; and three ladders inside of the gate house, respectively 11, 6 and 8 feet long. All ladders shall be securely set and fastened in the concrete, either by placing the appropriate parts in concrete when it is laid, or if not so placed, by drilling into the masonry and setting them afterward.

Manhole.

(134) A manhole frame and cover in the top of the screen chamber.

Doors and Windows

(135) Three windows as shown with double sashes and counterweights, set in the gate-house. And a double door each door of well seasoned stock, 2 1-2 inches thick and provided with suitable hinges, latch and lock for the gate house.

Pipe Rail

(136) A pipe railing substantially as shown, securely set in the concrete at the top of the dam, and with an aggregate length of about 200 feet.

Floor Slabs.

(137) Movable reinforced concrete slabs in the floor of the gate-house, as shown, the concrete and steel contained in them being estimated under the respective items therefor.

Painting.

(138) All exposed metal and woodwork shall be painted with three coats of approved paint, the last coat to be applied immediately before the completion of the work, and of such color as the Engineer shall direct.

Compensation.

(139) Compensation for appurtenances shall cover the materials specified and the labor of placing them, including the extra labor upon the masonry, and of arranging the stones and concrete, because of the steel and other structures placed in it, and all expenses connected therewith, and shall be the lump sum bid therefor.

GENERAL CLAUSES.

Estimated Quantities Only for Purpose of Comparison.

(140) The Contractor agrees that the estimated quantities in the "Notice to Contractors" are only for the purpose of comparing on a uniform basis the bids offered for the work under this contract, and he further agrees that he is satisfied with and will at no time dispute the said estimated quantities as a means of comparing the bids aforesaid; that he will make no claim for anticipated profits or for loss of profit because of a difference between the quantities of the various classes of work actually done or of the material actually furnished and the said estimated quantities; and he agrees that neither the parties of the first part, nor the Board, or any of them, are held responsible if in the construction of the work any of the said estimated quantities should be found to be not even approximately correct.

(141) The Contractor agrees to perform all the work contracted for, as specified in this contract, but any alteration in the form, dimensions, location or manner of doing the work, ordered in writing by the Engineer shall be made as directed, and when the several quantities of work, or any of them, from this or any other cause shall be increased beyond the amount or amounts exhibited at the time of letting this contract, such increase shall be paid for at the rates herein provided for the same class of work; and whenever the several quantities of work, or any of them, shall, in any respect, from this or any other cause, be diminished below the amount or amounts exhibited at the time of letting this contract, the Contractor agrees to perform the remaining work at the prices stipulated in this contract and to make no claim for damages in consequence of such increase or diminution.

Alterations.

(142) The Contractor shall commence the work herein contracted to be done on the ground within thirty days from the date of the award of this contract. The work of tunneling shall commence at Peterson's within two months and at the Little River end within three months of the signing of this contract. After starting, the tunnel shall proceed at an average rate of 150 feet per month at each heading.

Time.

(143) Excavation for the dam shall be carried forward actively in 1907 and the dam and its appurtenances shall be finished complete during the working season of 1908. As it is believed that the dam can be more quickly built than the tunnel, and as the greatest uncertainty in the estimated quantities is in the amount of excavation and in the amount of masonry for the dam there shall be no extension of the time allowed for completion even though these quantities relating to the dam shall considerably exceed the estimated quantities used for the purpose of comparing the bids.

(144) The whole work covered by this contract shall be completed and ready for use in every respect two years from the date of signing this contract.

(145) If at any time before the commencement, or during the progress of the work, the methods and appliances used or to be used appear to the Engineer to be inefficient or inappropriate for securing the quality of work required or the said rate of progress, he may order the Contractor to increase their efficiency or to improve their character, and the Contractor shall conform to such order; but the failure of the Engineer to demand an increase of such efficiency or improvement in character shall not relieve the Contractor from his obligation to secure the quality of work and the rate of progress established in the specifications.

Proper Methods and
Appliances to be
Used.

(146) All materials furnished under this agreement, unless otherwise provided, shall be the best of their respective kinds, and all the work contemplated and described in this agreement, and the specifications forming a part thereof, shall be done in a good and workmanlike manner, to the satisfaction of the Engineer, and he shall have the right to correct any errors or omissions in the contract or specifications when such corrections are necessary for the proper fulfillment of their in-

Workmanship and
Materials.

tention. The action of such corrections shall date from the time that the Engineer gives due notice thereof, and any alterations in the work, rendered necessary thereby, shall be made as directed.

Explosives.

(147) Explosives in proper quantities shall be stored in a secure and approved manner, and only at approved places. They shall be handled with care and shall be at all times under special charge of a competent watchman.

Wood and Timber.

(148) The Board will permit the Contractor to cut and use all timber and wood now growing upon the land of the Board which may be necessary and convenient for the prosecution of this work. The Board desires to leave this land upon the completion of this work as far as possible in a forested condition, and to this end timber and wood shall be cut so as to leave as good a growth as possible at all points. There are a number of large hemlock trees on the site of the proposed dam and pipe line which will need to be cut, and which will furnish timber for forms for the dam, and other parts of the work; and such other hemlocks near the work may be cut by the Contractor, for this purpose as are necessary.

(149) Wood may also be cut for fuel in the boilers and elsewhere, and such wood shall be cut out at points designated by the Engineer, leaving always the healthy young trees upon all areas which are cut over.

All the wood within the area to be flooded by the dam, and up to an elevation of 10 feet above the flow-line may be cut by the Contractor and used for this purpose. There shall be no charge made to the Contractor for the wood and timber cut for use in this way; but the Contractor shall not have the right to sell any part of the wood and timber so cut, and any wood and timber left over at the completion of the work shall be the property of the Board.

Plans and Specifications.

(150) This contract, and the specifications herein contained, and the drawings herein referred to, may be modified and changed from time to time as may be agreed in writing between the parties hereto, in a manner not materially affecting the substance thereof or materially changing the price to be paid, in order to carry out and complete more fully and perfectly the work herein agreed to be done and performed.

(151) The plans and specifications are intended to be explanatory of each other, but should any discrepancy appear, or any misunderstanding arise, as to the import of anything contained in either, the explanation of the Engineer shall be final and binding on the Contractor, and all directions and explanations required, alluded to or necessary to complete any of the provisions of such specifications and give them due effect, will be given by the Engineer.

Access to Work.

(152) The Contractor shall permit the Engineer and his assistants and persons designated by him or them, and other representatives of the Board, to enter upon the work at all times and places, and to give lines and grades, and to measure and inspect the work or materials, and shall provide safe and proper facilities therefor and such samples as may be required. The Contractor shall notify the Engineer, at a reasonable time in advance, of the starting of any new class of work. In case any work is to be done at night, the Contractor shall give notice to the Engineer

at least two days before such work is started. Only such classes of work shall be at night as can be properly inspected, and adequate light and facilities for inspection shall be supplied. The Contractor will not, however, be thereby relieved of his obligation to supervise the work and to fulfill in every way his contract. If the inspector should be absent or negligent, or should consent to the allowance of inferior work, the Contractor will not be thereby excused from repairing the work and removing faulty materials at his own cost. The Contractor shall at all times furnish the Engineer reasonable notice for the purpose of inspecting the materials furnished and the work done under this agreement.

(153) All lines and grades will be given by the Engineer, but the Contractor shall provide such material and give such assistance therefor as may be required by the Engineer, and the marks so given shall be carefully preserved.

Lines and Grades.

(154) And the said Contractors covenant and agree that in the employment of mechanics and laborers in the performance of this contract preference should be given to Citizens of the Commonwealth, and if they cannot be had in sufficient numbers then to Citizens of the United States.

Laws and Ordinance.

Said Contractors further covenant and agree that no laborer, workman, or mechanic working within this Commonwealth in the employ of said Contractors, a sub-contractor, or other person, doing or contracting to do the whole or a part of the work contemplated by this contract shall be requested or required to work more than eight hours in any one calendar day.

(155) Suitable and satisfactory buildings shall be provided by the Contractor for the housing, feeding and sanitary necessities of the men and suitable stabling for the animals employed upon the work. Such building shall be located at approved places.

Buildings.

(156) On or before the completion of the work the Contractor shall, excepting as otherwise expressly directed or permitted in writing, tear down and remove all temporary buildings and structures built by him; shall remove the rails and ties and other woodwork of any railways built by him, and all rubbish of all kinds from the grounds which he has occupied, and shall leave the spoil banks and all other parts of the grounds, which may have been affected by his operations, in a neat and satisfactory condition.

Structure to be Removed.

(157) The Contractor shall employ, only competent and skillful men to do the work, and whenever the Engineer shall inform him that any man on the work is, in his opinion, incompetent, unfaithful or disorderly or uses threatening or abusive language to any official having supervision of the work, such man shall be discharged from the work and shall not again be employed on it except with the consent of the Engineer.

Competent Men.

(158) Within twenty days from the expiration of each month in which work herein contracted for shall have been prosecuted according to the terms and conditions of this contract, the Board will pay therefor

Partial Payments.

ninety per cent of the amount due for the work done and performed during the preceding month based upon the Engineer's estimates for said work and upon the approval of the Board; but if at any time after such payments have been made it shall be found that any of the work included in the estimates on which such payments have been made has been performed in an unworkmanlike manner or contrary to these specifications, the Engineer shall direct the Contractor to take down and rebuild such work in the manner required by the specifications, and no further payments on this contract shall be made until such directions have been complied with.

Prices.

(159) The Board agrees to pay, and the Contractor agrees to receive, the prices specified in the proposal submitted by him and hereinafter set forth, as full compensation for furnishing all the materials called for, not found in the work, and for all labor and use of tools and other implements necessary for executing the work contemplated in this contract; also for all loss or damage arising out of the nature of the work, or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the work, and for all reasons of every description connected therewith; also for all expense incurred by and in consequence of the suspension or discontinuance of said work as herein specified, and for well and faithfully completing the work, and the whole thereof, according to the plans and specifications and requirements of the Engineer under them, which said prices are as follows, to wit:

Item 1: For repairing and building roadway, the lump sum ofdollars, andcents (\$.....)

Item 2: For earth excavation near Peterson's, the sum ofdollars andcents (\$.....) per cubic yard.

Item 3: For earth excavation in gorge, the sum ofdollars andcents (\$.....) per cubic yard.

Item 4: For rock excavation, the sum ofdollars andcents (\$.....) per cubic yard.

Item 5: For excavation below grade, the sum ofdollars andcents (\$.....) per cubic yard.

Item 6: For care of water during construction of dam, the lump sum ofdollars andcents (\$.....).

Item 7: For cyclopean masonry in dam, the sum ofdollars andcents (\$.....) per cubic yard.

Item 8: For concrete masonry, the sum ofdollars andcents (\$.....) per cubic yard.

Item 9: For rubble masonry, the sum ofdollars andcents (\$.....) per cubic yard.

Item 10: For tunnel, the sum ofdollars andcents (\$.....) per lineal foot.

Item 11: For hauling pipes, gates, etc. the sum ofdollars andcents (\$.....) per ton of 2000 pounds.

Item 12: For placing and refilling about steel pipe, the lump sum ofdollars andcents (\$.....).

Item 13: For steel reinforcement, furnished and placed in masonry, the sum ofdollars andcents (\$......) per pound.

Item 14: For all appurtenances, as specified, the lump sum ofdollars andcents (\$......).

(160) For extra work or materials, if any, as specified in Article 163 the reasonable cost of the work or materials, as agreed or as determined by the Engineer, plus ten (10) per cent of such cost.

Extra Work.

(161) Ten per cent of the value of the work done and materials furnished under this contract, at the contract prices thereof, shall be reserved by the Board until the whole work, which is the subject of this contract, shall be fully and entirely completed.

Ten Per Cent. Reserved.

(162) It is agreed that the Engineer shall, in all cases, determine the amount or quantity of the several kinds of work which are to be paid for under this contract and the amount of compensation to be paid therefor, which compensation shall not exceed the prices agreed upon for the items of work herein specified, or a just and reasonable price for necessary extra work done, ~~and~~ directed and ordered pursuant to this contract and not otherwise provided for, and shall, within thirty days after the work shall in all respects have been completed according to the terms and conditions of this contract, present a final account and estimate of the same to the Board, who shall review and when satisfactory, approve the same and pay the entire sum so found to be due hereunder after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained, under the provisions of this contract. All prior estimates and payments shall be subject to correction in the final account and payment.

Final Account.

(163) The Contractor shall do any work not herein otherwise provided for which may be necessary for the proper completion of the work, if required, but no such work shall be allowed or paid for except upon a written order signed by the Engineer and countersigned by the Chairman of the Water Board, at prices agreed upon and stated in said order or in the absence of such agreement at cost with ten per cent. added and there shall be no claim for extra work or materials or articles or for damages sustained except under this article.

Extra Work.

(164) The Contractor shall, before the tenth day of the month succeeding that in which any extra work is done or materials furnished, file with the Engineer and with the Board a claim for such damage or extra work or materials, with the order, or a copy thereof, on which such work or materials were furnished. In case the Contractor fails to file such a claim for such extra work done or materials furnished, he shall have no claim for compensation for the same against said Board.

Account for Work

(165) The Contractor shall give his personal attention constantly to the faithful prosecution of the work, and shall not assign, sublet or transfer, to any person or persons, this contract, or any of the work hereby agreed to be performed, or any of the moneys falling due or to become due under this contract; and shall not issue any orders or drafts on the water Board for any moneys due or to grow due under this contract

Contractor to Give His Personal Attention.

unless by and with the consent of the Board, first duly had and obtained by the resolution entered upon the minutes of the Board; and agrees that no person other than the party signing this agreement as Contractor shall have any claim thereunder; and that when he is not personally present on the work he shall at all times be represented by a foreman or agent who shall be competent to receive all instructions or orders given under this contract, and who shall be the legal representative of the Contractor.

Responsibility for
the Work

(166) The Contractor shall be held responsible for any or all materials or work done to the full amount of all payments made thereon, and he will be required to make good at his own cost any injury or damage which said materials or work may sustain from any sources or cause whatever before the final acceptance thereof.

Conditions under
which Board May
Complete Work.

(167) If the work to be done under this contract shall be abandoned, or if the contract shall be sublet, or the contract or any claim thereunder shall be assigned by the Contractor, or if at any time the Engineer shall be of the opinion, and shall so certify in writing to the Board, that the conditions specified as to the rate of progress are not fulfilled, or that the work or any part thereof is unnecessarily delayed or that the Contractor is violating any of the provisions of this Contract, the Board may notify the Contractor to fulfill the conditions of the contract; and should the Contractor fail to comply with said notice within three days, the Board may notify the Contractor to discontinue all work or any part thereof, and thereupon the Contractor shall discontinue said work, or said part thereof, as the Board may designate and the Board may thereupon, by contract or otherwise, as it may determine, complete the work or such part thereof and charge the expenses thereof to the Contractor, and may take possession of and use therein such materials, animals, machinery, implements and tools of every description as may be found upon the work. The expense so incurred shall be deducted and paid by the Board out of any moneys then due or to become due the Contractor under this contract, or any part thereof and in case such expense is less than the sum which would have been payable under this contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the latter sum the Contractor shall pay the amount of such excess to the Board.

Stipulated Damages

(168) If the Contractor fails to fully and entirely complete and finish the work in conformity to the terms and provisions of these specifications and this contract within the time hereinbefore specified, he shall pay to the Board of Water Commissioners of the City of Springfield Mass. the sum of fifty dollars (\$50.) for each and every day including Sundays and Holidays that the finishing of the contract is delayed, which sum shall be deducted from the amount due by the terms of the contract; provided however, that in the case of justifiable delay, the Board shall have the right to extend the time for the completion of said work, with or without the remission of the above mentioned sum

agreed upon as stipulated damages, during the time of said extension, but no extension of time for any reason beyond that fixed herein for the completion of the work, nor the doing of any part of the work called for by this contract, shall be deemed to be a waiver by the said Board to the right to abrogate this contract for abandonment or delay. And if the Contractor shall fully complete the same before the time specified, he shall receive an extra or additional payment of twenty-five dollars (\$25) for each and every day that his work is so finished before the time specified.

(169) In case of any neglect or refusal on the part of the Contractor to perform the whole of the work, or furnish all the materials or complete the entire work within the time herein specified therefor (unless such time has been extended as aforesaid), so that such neglect or refusal may be construed as an abandonment of the work on this contract, then, and in that event, the Contractor in every such case shall forfeit all right or claim for any compensation whatsoever for any part of such work which may have been so performed by him, or any materials which may have been so furnished under and in pursuance of this agreement, in addition to the damages for which he shall be liable to the Board on account of any injury sustained by said Board arising from the neglect or default of the said Contractor in respect to said work, and the Board shall not be in any manner liable therefor.

Abandonment of Work.

(170) The Engineer of the Board has the power, at any time, to suspend the execution of the work under this contract, and the Board shall have power to continue such suspension, and in its discretion, to vacate this contract, either for a neglect or refusal to proceed with the work, or for a violation of any or either of the covenants, terms, conditions, and provisions of this contract, without rendering the said Board liable for any damages therefor, and without in any degree affecting any liability upon the bond given to the Board, by or on behalf of the Contractor thereto.

Suspension of Work.

(171) The Contractors agree to furnish sufficient security by bond or otherwise for payment by the contractors, and sub-contractors for labor performed, or furnished, and for materials used in said construction in accordance with the provisions of the Acts of 1904, Chapter 349.

Liens.

(172) The Board of Water Commissioners of the City of Springfield, Mass., shall be held blameless for any damage to person or property arising from neglect on the part of the Contractor or those in his employ. The Contractor expressly covenants and agrees that, in the event of any damage resulting from the work as it progresses, or from any matter or thing connected therewith or arising therefrom to any person or property, he will pay and liquidate the same at his own expense, and assume the liability therefor; and in the event of any action or actions being brought against the Board of Water Commissioners of the City of Springfield, Mass., by reason of, or on account of, or growing out of said work or its construction, or anything connected therewith, the Contractor will, at his own expense, defend the same, and will pay any

Indemnity.

judgment recovered therein, and will, in all respects, fully indemnify and save harmless the said Board of Water Commissioners of the said city its officers, agents and representatives, from any and all cost, expense, payment or judgment, to be recovered or incurred in such action or actions; and the Board shall have the right to retain from the contract price such sum as shall enable it to pay the amount of any claim for damages resulting from any such accident, and the cost and disbursements of any suit brought against the Board therefor, until the validity of any such claim shall be established, and, if established, the same shall be paid from the amount so retained; otherwise, such amount shall be paid over to the Contractor.

Board not Estopped

(173) It is agreed and understood by and between the parties hereto that the Board, its successors and assigns, shall not be precluded or estopped by any return or certificate made or given by the Engineer, Inspector or other officer, agent or appointee of the Board, under or in pursuance, of any thing in this agreement contained, from at any time showing failure of performance of any or either of the conditions of this contract, or the true and corrected amount and character of the work which shall have been done, and materials which shall have been furnished by the Contractor, or any person or persons under this agreement, nor from at any and all times withholding payment of the several sums herein specified until the Contractor, when thereunto required on behalf of the Board, shall make and furnish sufficient and independent proof of the quantity and quality of the work and materials done and furnished under this agreement.

IN WITNESS WHEREOF, the said parties of the first part have hereunto, and to two other original agreements of like tenor and date, set their corporate seal, and have caused the same to be signed by a majority of the said Water Commissioners of the City of Springfield, and the party of the second part have hereunto, and the two other original agreements of like tenor, and date, set their hands and seals, the day and year first above written.

The foregoing petition was entered on the eighteenth day of July, in the year of our Lord one thousand nine hundred and seven, when the said petitioner filed its said plans and specifications of its proposed work, which were duly approved, and the Commissioners having inspected the work during its progress and it appearing that said plans and specifications have been faithfully adhered to, it is ordered that the same be recorded.

Springfield, Mass., October 6th, 1909.

Chas. C. Spellman	)	County
J. M. Sickman	)	Commissioners.
Wm. H. Porter)	

To the Honorable the Board of County Commissioners for the County of Hampden:

The Board of Water Commissioners of the City of Springfield, present herewith plans and specifications of a proposed dam in Mundale and pray your Honorable Board to approve the same.
Springfield, Mass.

Jan. 23, 1908.

Board of Water Commissioners of the City of Springfield,

by F. G. Wooden,
City Solicitor.

SPECIFICATIONS.

(1) The work to be done consists of furnishing all materials not expressly stated to be furnished by the Board, and of performing all labor required for the construction of a sedimentation basin, concrete aerating fountain, six covered masonry filters, laboratory and office building, regulator house, three filter entrances, and all the necessary conduits, pipes, inlets, blow-offs, outlets, waste drains, sand washing apparatus, and all appurtenances.

(2) The location of the work is on the property of the city in the town of Westfield, and about one mile west of that part thereof known as Mundale, and near the Granville road, and adjacent to the end of the tunnel, now being driven under Contract No. 1.

(3) The entire work and its location is shown on a set of 17 plans numbered 1 to 17 and signed by Allen Hazen, consulting engineer, and also by the Board and by its Engineer and dated January 18, 1908, copies of which are filed in the office of the Board of Water Commissioners, and small printed copies of which are attached hereto and made a part of this document. These plans show only the general character of the work, and during its progress such working plans will be furnished by the Engineer as he may deem necessary.

(4) The sedimentation basin is to be formed by an earth embankment with a central core wall of puddle and with a concrete cutoff wall at the bottom. The filters will be covered, of concrete masonry, with under drainage systems, gravel and filter sand. The laboratory building will be a concrete structure with tile roof and wooden trimmings. The regulator house and filter entrances will also be of concrete. All necessary piping between the different structures and to the aerating fountain is included under this contract. The 54-inch steel pipe line, from the tunnel is not included.

(5) The Board will furnish the steel pipe, cast iron pipe and specials, Venturi meters, all gates six inches in diameter and over, with appurtenances, manhole and catch basin castings, the principal castings for the sand washer, and certain other appurtenances required for the work. These materials will be delivered to the Contractor on board cars at Westfield, about six miles from the site of the work. The Contractor shall promptly unload these materials on notice from the Engineer and shall pay to the railroad all demurrage accruing if not removed within 48 hours after such notice by the Engineer; shall inspect

Board of Water Commissioners of the city of Springfield
Petitioner for approval of plans and specifications of dam in Mundale.

Contract #2.

8.

Kind of Work.

Location.

Plans

Structures.

Material Furnished by Board.

them to make sure that they are in good order; shall report all cracked pipe or other defective material and shall allow the same to remain until inspected by the Engineer; shall haul them to the site of the work and shall protect them from loss or damage from any cause until required in the work, and shall be responsible for any pipe found broken on the work and for all parts lost or damaged after he takes charge of them and shall make good by replacing or repairing such parts. All materials shall be handled so as not to damage paint or coating.

(6) Compensation for receiving, hauling and taking care of these materials until required in the work shall be included in the various items of compensation for placing the said materials.

Tracks.

(7) The attention of the Contractor is called to the following clause from Contract No. 1, for Dam and Tunnel, copies of which may be seen in the office of the Board.

"The Contractor shall have the right to maintain a track along the line of this excavation and to the dumping grounds, until the completion of this contract. It is the purpose of the Board to let other contracts and to do other work in the neighborhood of this track line while the work done under this contract is in progress; and the Contractor shall use all care and shall so conduct his work as not to unduly interfere with the prosecution of the other work to be done on this ground; and in case of need his track may be moved, but all expense of such moving shall be borne by the City, or such other Contractor as benefits by it."

This clause gives the Contractor for Contract No. 1 a right of way for a line of track through the ground on which some of the work covered by this Contract is to be done.

The Contractor shall have all the rights and privileges and assume all of the obligations of the Board under the above clause, and agrees to relieve the City of Springfield and its Board of Water Commissioners from all expense of moving track or other work necessary to maintain such track.

ITEM 1.

G R U B B I N G.

Work to be Done

(8) The work to be done under this item consists of clearing and grubbing the area for the settling basin, and under the dam.

(9) All stumps, roots, brush, sawdust and rubbish, shall be removed from the site, and deposited or burned as directed by the Engineer.

(10) All other excavation made and material removed in connection therewith will be paid for as general excavation.

Compensation.

(11) The price of grubbing under this item shall be the price per acre bid therefor, and shall be compensation for all work necessary for clearing the site of all roots, stumps, brush, sawdust, rubbish and other material not classified as excavation.

ITEM 2.

GENERAL EXCAVATION.

Lines.

(12) Excavation shall be made for the various structures to the lines

grades and forms shown by the plans or given by the Engineer.

(13) All loam or other material not suitable for use in embankments shall be removed from all areas to be excavated and shall be deposited as the Engineer shall direct within 750 feet of the east line of the filters. Part of it will be used in making permanent fills and the remainder piled up compactly for subsequent use for the tops of embankments and filters.

Disposition of
Material.

(14) Permanent fills not a part of the structures shall be graded accurately to the lines and grades given by the Engineer, and no further payment will be made for this material. The remainder of the excavated material will be placed ultimately in the various fills and embankments and will be paid for as placed under the respective items therefor. The amount of rehandling of the material so used will depend largely on the methods employed by the Contractor in building the dike and filter embankments.

Fills.

(15) In case the excavation at any point is carried beyond the lines and grades given by the Engineer, the Contractor shall at his own expense refill such unauthorized depth or width of cut with such materials as may be directed for insuring the stability of the various structures. Under all foundations unauthorized excavations shall be refilled with concrete or such other material as the Engineer shall direct.

Unauthorized Ex-
cavation.

(16) In case materials are encountered at any point which are not suitable for carrying the loads or structures to be placed upon them, the excavation shall be carried to such additional depth, and shall be filled with concrete or embankment or other material, as the Engineer shall direct, in which case the excavation and concrete or embankment of other material used for refilling shall be paid for under the several items therefor.

Additional Excava-
tion.

(17) The Contractor shall provide suitable drainage and shall remove all water promptly from all excavations and keep them dry while work is being prosecuted therein and until its completion.

Drainage

(18) Excavation for masonry structures shall be measured to the bottom of the finished structures and to planes starting twelve inches outside of the finished structures at the bottom, and sloping upward and outward at an inclination of two vertical to one horizontal, to the surface of the ground. It is not supposed that the excavation will necessarily stand at this slope nor will the Contractor be required to excavate to it if the material will stand on a steeper one; but it is expressly agreed upon that payment shall be made to these planes and that no claim shall be made for excavation outside of them. The Contractor shall protect the sides of excavation until the completion of the structures to be constructed therein, and if material slides down, it shall be removed without further payment therefor.

Measurement.

(19) The permanent channel for the diversion of the brook will be paid for as excavation, under this item. All other work or material required to care for the water during the construction of the plant shall be done at the Contractor's own expense, and he shall make good all work damaged by water before the completion of the work.

Care of Water.

Settling Basin.

(20) The Contractor shall excavate and remove any soil or other material from the bottom of the settling basin and shall deposit it as directed at any point where the average haul does not exceed twelve hundred feet, the amount of such excavation to be determined by the Engineer as the work proceeds.

Measurement.

(21) All measurements of excavation shall be made in place and the quantity paid for shall be actually excavated within the limits prescribed.

Pipes.

(22) For the pipes in front of the filters and about the regulator house, the Contractor shall enlarge the general excavation to include them, to the limits shown on the plans.

Compensation.

(23) The price bid per cubic yard shall be compensation for all work and materials, required to do all excavating except as hereinafter otherwise classified, and to protect the excavation from water and from caving in until the completion of the structures to be constructed therein, and for disposing of the excavated material as specified.

-ITEM 3.

TRENCH EXCAVATION.

Trench Excavation

(24) The Contractor shall excavate trenches for all pipe lines and drains not excavated under Item 2, and for the cutoff wall in the dam, and for any other structures; shall sheet and brace them as may be necessary; and shall maintain them clean and sufficiently dry until the pipes or drains or other structures to be placed therein are completed. The excavation for the main drains in the filter shall be classed as general excavation. All excavations not otherwise classified for which the width is less than the depth shall be classed as trench excavation.

Measurement.

(25) The excavation for pipe lines and drains shall be computed in all cases for a width of trench at the bottom two feet greater than the nominal diameter of the pipe or drain, and with sides sloping two vertical to one horizontal upward and outward, to the surface of the ground, or to the bottom of the general excavation, and to a depth of three inches below the grade given for the invert. The Contractor will not be held rigorously to these dimensions, which are agreed upon as an average of the amount of excavation required, but he shall excavate a trench in all cases sufficiently wide and deep to lay the pipe or drain accurately at the required line and grade and make all necessary joints.

Backfill.

(26) After the completion of the pipe lines and drains or other structures, and their acceptance by the Engineer, the Contractor shall back fill all trenches. He shall ram the material and wet it, to insure thorough settling, particularly under the embankments and under and near the other structures which might be damaged by subsequent settlement.

Cutoff Wall.

(27) In excavating for the cutoff wall for the dike, the excavation shall be carried in all cases to rock, at whatever depth that may be, unless otherwise ordered by the Engineer. The bottom width of trench shall in general be six feet and excavation shall be made to a slope of 45 degrees from that point upward to the original surface of the ground, or to the bottom of the general excavation under the dike; and actual

excavation to this line will be required. Wherever the depth is greater than four feet it shall be considered as trench and paid for under this item. No back filling of this trench will be required under this item.

(28) No space shall be paid for as excavation in trench that comes within the space paid for as general excavation, nor shall the same space be included in more than one trench.

(29) The price bid per cubic yard shall be compensation for all work and materials required to excavate all trenches and shall include all sheeting and bracing and all pumping and draining which may be required to keep the excavation free from water, until after the completion of the structures to be constructed therein and all back filling required, and the disposal of surplus material.

Compensation.

ITEM 4.

ROCK EXCAVATION.

(30) Rock excavation in trenches for the pipe lines through the dam, and for the cutoff wall, and elsewhere including all boulders measuring over one cubic yard encountered in the work, shall be paid for under this item. Typical sections showing the quantities of excavation to be paid for in trenches in rock are shown on Sheet No. 3 of the plans.

Work to be Done.

(31) In excavating for the pipe lines the excavation shall be carried to such points, that the pipe can be laid truly to line and grade, with sufficient room to make all joints and do all caulking that may be necessary and leaving sufficient space to surround the pipe with concrete where that is to be done.

Pipe Lines.

(32) In excavating for the cutoff wall it is not the intention to go into hard rock for any considerable distance, but soft or inferior rock shall be removed to the extent required by the Engineer, and in hard rock holes shall be drilled and blasted and the material removed to the extent required by the Engineer, to leave the bottom in a rough and irregular shape, so that the cutoff wall will make a secure and tight bond with it.

Cutoff Wall.

(33) In case seams are disclosed in the foundation, such excavation as the Engineer shall require shall be made to secure substantial and tight work.

Foundation.

(34) The quantity of excavation for the cutoff wall paid for shall be the actual quantity of material removed as directed by the Engineer.

Measurement.

(35) The price bid per cubic yard shall be compensation for excavating all rock, and for depositing the material as specified for general excavation.

Compensation.

ITEM 5.

BORROWED EXCAVATION.

(36) Material for the core wall of the dike shall be obtained from a borrow pit. The approximate location of the borrow pit is shown on Sheet No. 1 of the plans. The material is a hardpan, of clay mixed with gravel.

Where Placed.

(37) The Contractor shall excavate the pit as directed by the Engineer within the general location shown, to obtain the best of the material available. He shall separate all top soil to a depth of eight inches,

Measurement.

or other unsatisfactory material and keep it separate.

(38) The quantity of material to be paid for shall be measured in the pit from which it is excavated, making deduction for surface soil and other unsuitable material thrown back and not removed from the pit. All material excavated under this item will also be paid for as embankment under the item therefor.

Compensation.

(39) The price bid per cubic yard for this work shall be compensation for all additional labor and materials necessary for excavating and selecting and hauling material taken from the borrow pit.

ITEM 6.

ROLLED EMBANKMENT.

Dike.

(40) The surface of the entire area under the dike shall be stripped and excavated to such depth as to remove all sods, roots, vegetable material, muck or other material unsatisfactory for the base of the dike. On sloping surfaces the excavation shall, where required, be made in steps.

Steel Pipe in Dike

(41) The steel pipe shall be laid in the trench prepared and as hereinafter specified for steel pipe laying. The trench in rock shall then be backfilled with concrete as shown on the plans, to the lines directed by the Engineer. The surface shall be left rough and irregular and stop walls built where the Engineer shall direct. A cutoff wall three feet thick shall then be built in the trench provided for it. The compensation for this work shall be made under items 22 and 15.

Placing Material.

(42) After the cutoff wall has been laid the space in the trench shall be backfilled with clay puddle from the borrow pit, thrown into water or tamped, as the Engineer shall direct, in the lowest part, and placed in 4-inch layers and rolled in the upper part or where the space is wide enough to allow rolling. All cavities under the dike shall then be filled with selected material; all springs plugged or drained, and all other work done necessary to prepare a satisfactory base for the dam. The cutoff wall and all other preliminary work shall be completed before any embankment is started.

Spreading.

(43) The material in the dike shall be spread in layers not exceeding four inches in thickness when finally compacted. The different grades of material shall be kept approximately to the lines shown on the plans but considerable mixing through a space of two feet each way from the lines shown will be allowed and required.

(44) The whole of the embankment shall be carried up at the same time; that is, the gravel fill on the sides shall be made at the same time as the core wall, and the embankment, kept approximately level throughout its length, or such slopes maintained as the Engineer shall direct to enable proper rolling of the embankment.

Wetting.

(45) The Contractor shall provide means for wetting the material where required, and such wetting shall be done with fine sprays and in a manner to wet it uniformly throughout and to the degree required by the Engineer. Such raking and breaking up of the materials, separating of stones, or other work necessary to prepare the material to secure a thoroughly compact homogeneous layer of the specified thickness shall

be done before rolling is started. When required, the finished surface shall be wet down to secure a bonding for the succeeding layer.

(46) No material shall be placed in the embankments when in frozen condition, or when the surface of the embankment is frozen. As far as practicable the transporting of material shall be done in such a way as to aid in compacting the material.

Freezing.

(47) All embankments shall be thoroughly rolled with a grooved roller, weighing at least two tons per lineal foot of roller. The roller shall pass over each part of the embankment at least six times to thoroughly compact it. No rolling shall be done when the material is too wet, either from rain or other causes, to properly compact. At such times the work shall be suspended until it has dried out sufficiently to be properly rolled, when the work shall proceed.

Rolling.

(48) The material used for the central portion of the dike shall be puddle or hardpan obtained from the borrow pit and excavated and hauled under item 5. All stones greater than 4 inches in diameter shall be excluded from the core wall and kept separate for use in rock fill. Such smaller stones as are placed shall not be in contact with each other, and shall be well scattered through the core wall.

Material in Dike.

(49) The portion of the dike on the upstream side of the core shall be made of the finer material obtained from the filter or other excavation. It shall be of a mixed gravelly nature. All stones greater than 6 inches shall be removed and kept separate for use in rock fill.

Upstream Side.

(50) On the upstream face of this material shall be placed a layer of about one foot thickness of material selected from the excavation and containing as small an amount of fine material as possible. This material shall be selected by the Engineer as the excavation is made and kept separate until it is required.

(51) The portion of the dike on the down-stream side of the core shall be made of the coarser material from the filter excavation. All stones of greater diameter than 6 inches shall be removed and kept separate for use as rock fill.

Downstream Side.

(52) The outside of the embankment shall be carried approximately to such lines as will bring the finished structure to the required dimensions, but no attempt shall be made to roll it exactly to line or to grade it up.

Lines.

(53) The outside face shall be covered with soil, kept separate in the excavation for that purpose, to an average depth of about eight inches, and coarse, gravelly material, selected and kept separate for that purpose, shall be used for finishing the top of the dike in the shape of a road with the required crown.

Soil Covering.

(54) On the upstream face the surface shall be finished to approximately even face to receive the rock fill.

(55) A small part of the filters is to be constructed on fill. Such fill shall be made after excavation of the surface soil and other soft materials, and shall be made of material obtained from excavation of filters or from the borrow pit, as required by the Engineer, and shall

Fill under Filters.

be rolled and prepared in the same way as the embankment in the dike, and shall be paid for under this item.

Fill about Filters.

(56) The Engineer may further require any part of the outside embankment about the filters to be made of like materials and under these specifications, and embankments so made shall be paid for under this item. It is intended to build the lower part of the embankments where the fill is highest in this way.

(57) All material to be used in embankments will also be paid for in excavation either as general excavation or as borrowed excavation.

Drains.

(58) The Contractor shall, if required, place a tile drain under any part or the whole of the toe of the outside of the dike and shall place any other drains or do any other work required in connection with springs which may be discovered, compensation for said drains or work to be counted as extra work and paid for under Article 251.

Compensation

(59) Compensation for rolled embankment shall include all labor and materials required in placing, compacting, rolling and finishing the embankments as herein specified.

ITEM 7.

ROCK FILL.

Location

(60) On the upstream face of the dike a loose rock fill to conform approximately to the slope shown shall be placed to such a thickness as the Engineer shall direct.

Kind of Material

(61) The material for this fill may be stones separated from the material used for embankment, and the best rock available from the rock dump from the tunnel excavation Contract No. 1, the approximate location of which dump is shown on the plans.

Compensation.

(62) The price bid per cubic yard shall be compensation for all work and materials required in securing and placing the rock fill as specified.

ITEM 8.

P A V I N G .

Work to be Done.

(63) The top of the upstream slope of the dike shall be covered with a rough paving, and like paving shall be used for protecting the brook channel, and elsewhere as required upon the work. The material for paving shall be stones obtained in excavation, not less than six inches in diameter, and, after these are exhausted, the best selected stones from the tunnel excavation. The stones of the paving shall be laid on their edges, with faces to approximately true surfaces, carefully placed by hand, and with spaces between and below filled with smaller stone and spalls, so that the surface will not be easily displaced by frost or ice.

(64) No stones shall be used in the paving having a less width than 6 inches, and the average thickness of the paving shall be at least 8 inches. In computing the volume of materials below the paving, a thickness of 8 inches will be allowed for the paving in all cases, and all material below will be otherwise classified.

Compensation

(65) Compensation for paving shall be the price bid per square yard, and shall include all labor and materials required in securing and

placing the paving as herein specified to an average depth of eight inches.

ITEM 9.

GENERAL FILL.

(66) The Contractor shall fill over the tops of the filters, shall build such embankments about the filters as are not classified under rolled embankment, and shall do any other filling or grading required for the completion of the work.

Where Placed.

(67) The top eight inches of all general fill shall be made of soil or loam obtained in excavation, and kept separate and retained for this purpose.

Loam.

(68) The most suitable material found in excavation shall be used in making the embankments about the filters, and shall be kept separate and used for this purpose, but otherwise no classification of materials shall be required.

Other Material.

(69) The top soil shall not be deposited upon the underlying part of the general fill until the same has settled through several heavy rains, or it may be artificially settled by wetting and sprinkling to the satisfaction of the Engineer. The top soil shall then be deposited and brought accurately to the required lines and grades and lightly rolled or tamped to a smooth surface.

Placing Soil.

(70) In making these fills such allowances for settlements shall be made as the Engineer shall direct.

Settlement.

(71) The vaulting is strong enough so that teams may be driven over it in making filling, but in general the driving shall be upon the earth fill and not over the bare concrete.

(72) After making the general fills the Contractor shall protect the surfaces and embankments from wash by rains or other causes, and from slipping and sliding, until the completion of the whole work, and shall repair the effects of such washing or sliding, and turn all over in good condition.

Protection from
Slipping.

(73) All material used in making general fill may be obtained in excavation.

(74) The price bid for general fill includes all labor and materials required in securing and placing the fill as herein specified.

Compensation.

ITEM 10.

SODDING.

(75) The Contractor shall furnish and place good grass sod on top of the loam or top soil, at the edges by the embankments and at other places designated by the Engineer.

Sod.

(76) The sod shall be of good quality of earth, covered with heavy grass, sound, healthy, at least one foot square and two inches thick and free from weeds. They shall be cut with a bevel on the sides, so that they will lap at the edges.

Quality.

(77) The surface of the top soil shall be dampened immediately previous to laying the sod. The sods shall be properly and carefully set so as to have a full bearing on their whole lower surfaces. They shall

Placing.

Care and Watering	<p>be padded down firmly with a spade or wooden bat, and pinned if necessary.</p> <p>(78) The sodded areas shall be well watered as often as necessary until the grass has become well rooted. The sod shall be carefully looked after by the Contractor until the final acceptance of the work, and left in good condition.</p>
Compensation.	<p>(79) The price bid shall be the price per square yard for sodding, and shall include all labor, and materials necessary, for furnishing and placing sod and maintaining sodded areas, and no deduction in the volume of embankment and fill shall be made because of the space occupied by the sod. .</p>
Seeding.	<p>ITEM 11.</p> <p>S E E D I N G .</p> <p>(80) After the embankments and fills have been graded and the top soil trimmed to the required lines, the surfaces shall be seeded by the Contractor.</p> <p>(81) The surfaces to be seeded shall be carefully prepared and raked over, and then seeded with a mixture of good grass seed, Hungarian rye and clover seed, together with a sufficient amount of approved fertilizer, 600 pounds to the acre, and all well rolled.</p>
Lines.	<p>(82) Care shall be taken to have all the surfaces conform to the lines and grades given. Any sliding or settling which may occur shall be repaired by the Contractor at his expense.</p>
Care.	<p>(83) The seeded areas shall be well watered as often as shall be necessary until the grass has become well rooted and in a healthy condition. All seeded areas shall be carefully looked after and cared for by the Contractor, and be turned over in good condition on the final acceptance of the work.</p>
Compensation.	<p>(84) The price bid for seeding shall be the price per acre, and shall include all materials, and labor necessary for finishing, placing and maintaining all seeded areas as specified.</p>
Where Placed.	<p>ITEM 12.</p> <p>RUBBLE MASONRY.</p> <p>(85) About the intake structure of the settling basin the Contractor shall construct rubble masonry walls, as shown on Sheet No. 3 of the plans.</p>
Material.	<p>The rubble masonry shall be built of stones of the best quality found about the work or available from the rock dump of Contract No. 1. They shall be of suitable size to be laid easily by hand and no stone shall be less than six inches in thickness. No facing stone shall measure less than twelve inches in its least horizontal dimension, nor less than its thickness. Facing stones shall be roughly squared so as to present an approximately rectangular face, and be laid so as to break joints. All vertical spaces shall be packed full with spalls. The stones shall be neatly laid to the lines and grades given.</p> <p>(86) The Contractor shall construct any other rubble masonry about the work which the Engineer shall designate, but no rubble masonry less than</p>

two feet thick shall be required.

(87) The price bid for rubble masonry shall be the price per cubic yard for selecting the material and building it complete as specified.

Compensation.

ITEMS 13, 14 and 15.

CONCRETE.

(88) There shall be three classes of concrete, as follows:

ITEM 13.

Concrete with Reinforcing.

This class shall include the conduits, aerator walls, the vaulting under the sand court and all other concrete in which the steel reinforcing is used, unless otherwise specified. It shall also include the piers under the sand court. The concrete shall be mixed in the proportions of:

1 barrel Portland cement, weighing 380 pounds, net.

8 cubic feet of sand, measured loosely.

14 cubic feet of ballast, measured loosely.

ITEM 14.

Concrete in Piers and Vaulting.

(89) All concrete in piers and vaulting not included in Item 13 shall be paid for under this item, and shall be mixed in the proportions of:

1 barrel of Portland Cement, weighing 380 pounds, net.

11 cubic feet of sand, measured loosely.

19 cubic feet of ballast, measured loosely.

ITEM 15.

All Other Concrete.

(90) Floors, walls, concrete about main drains, inlet walls, foundations for building, protection for pipes, intake from settling basin, backfill in trenches, cutoff walls, and all concrete not otherwise specified, shall be included in this class. The proportions of mixing shall be as specified for concrete in Item 14.

(91) The concrete for the buildings and for the sand washer boxes is not included in the above items, and compensation for it is included in the prices for those structures.

Buildings.

(92) The Portland cement shall be made by a manufacturer of established reputation. The brand shall be subject to the approval of the Engineer, and only one brand shall be allowed upon the work, except by special permission of the Engineer.

Cement.

(93) Cement shall be furnished in bags of strong, close duck cloth, and shall, in all cases, be in original packages, suitably branded. Cement shall be stored in a suitable house provided by the Contractor for the purpose, near the concrete mixer or mixers. The house shall be sufficiently large so that the different lots of cement can be kept separately and readily accessible, and no cement shall be used that has not been in the store house for two weeks. Scales shall be provided for weighing the cement.

Packing.

(94) The Contractor shall keep a record of the dates and quantities of the various lots of cement received and of the cement used, and

Records.

Quality	said record shall be accessible to the Engineer at all times.
	(95) The cement shall be of a uniform color, finely ground, so that not more than eight per cent by weight shall remain upon a sieve with 100 meshes per lineal inch, and shall have a specific gravity not less than 3.10. It shall contain not more than 1.75 per cent of sulphuric acid, computed as SO_3 .
Tests.	(96) Round pats of neat cement, about three inches in diameter, one-half inch thick at the center, and tapering to a feather edge, shall not show signs of swelling, warping, cracking, checking disintegrating, or any other signs of unsoundness after being in air or water at ordinary temperatures for twenty-eight days.
Briquettes.	<p>(97) Briquettes of cement, with one square inch of cross-section, shall develop the following ultimate tensile strengths, as determined from an average of five specimens.</p> <p>Age 24 hours (1 hour in air, 23 in water) strength 170 pounds.</p> <p>Age 7 days (1 day in air, 6 in water) strength 450 pounds.</p> <p>Age 28 days (1 day in air, 27 in water) strength 550 pounds.</p> <p>One part of cement to three parts standard sand by weight:</p> <p>Age 7 days (1 day in air, 6 in water) strength 150 pounds.</p> <p>Age 28 days (1 day in air, 27 in water) strength 200 pounds.</p>
Rejection.	(98) If any lot of cement, as determined by a reasonable number of samples, fails to pass the tests, or is otherwise unsuitable for use in the work, the entire lot from which the samples were taken shall be rejected and immediately removed from the work.
Sand.	<p>(99) The sand shall be coarse grained, sharp and reasonably free from loam and all foreign substances, and no sand shall be used not setting up promptly and making a strong and satisfactory briquette.</p> <p>(100) If satisfactory sand is obtained in excavation, it may be used, otherwise satisfactory sand may be obtained upon land belonging to the city within a mile of the work and above it.</p>
Ballast.	<p>(101) Ballast shall consist of clean gravel or fragments of hard durable stone, broken to such sizes that all will pass through a 2 1/2 inch ring and from which all particles smaller than 1/4 inch shall have been screened out. A mixture of gravel and broken stone may be used. Materials shall be graded from fine to coarse and that which is all of one size shall not be used. Ballast shall be free from dust, loam, clay, ashes or other improper substances. It shall be washed or screened or both if necessary to remove such substances.</p> <p>(102) The Engineer may change the proportions of sand and ballast in the concrete, at his discretion, keeping the aggregate volume to be mixed with one barrel of cement unchanged; and he may take into account any small and tolerably uniform quantity of ballast in the sand or any small and tolerably uniform quantity of sand in the ballast, and may change the proportions as may be necessary to correct for such mixing. In case sand is contained in the ballast the volume of it shall be estimated and the quantity of sand shall be reduced, but without corresponding increase in the quantity of ballast, as it is assumed that the sand fills the voids in the ballast and does not increase its total</p>

volume. For the purpose of this calculation all material less than 1-4 inch shall be considered as sand.

(103) Samples of sand and ballast which the Contractor proposes to use shall be submitted to the Engineer for examination at least three days before the Contractor commences to deliver the materials upon the ground. Materials shall not be delivered until the samples have been approved by the Engineer, and, as delivered, they shall be in all respects equal to the samples submitted and approved.

Samples.

(104) The concrete shall be mixed in the machine mixers of approved form, in which the materials are mixed in batches, and measuring boxes or other approved apparatus shall be used so that the proportions can be easily and exactly determined. The concrete shall in general be mixed rather wet, as may be directed by the Engineer, and the control of the amount of water in the mix shall be exact and certain. The mixing shall be thorough and shall be continued until every particle of ballast is completely covered by the cement. Provision for rapid transportation shall be made so that the concrete shall be in place before the initial set commences.

Mixing.

(105) In walls more than 18 inches thick the Contractor may embed hard clean stones in the concrete. Such stones shall not be greater in diameter than one-fourth of the thickness of the wall and the aggregate volume shall not exceed one-fifth of the total volume in any part of the work. Such stones shall be kept away from exposed faces of the wall, from each other, and from pipes, and their use may be prohibited by the Engineer at any place or places where experience shows difficulty in complying with these conditions.

(106) All concrete shall be deposited in 6-inch layers or layers of such thickness as the Engineer shall direct, and thoroughly tamped. Where work is left unfinished, grooves shall be made by driving pieces of wood (to be removed afterward) into the concrete at proposed joints before it has set, such joints to be satisfactory to the Engineer. In joining new work to old, such precautions shall be taken to secure a perfect bonding at the joint by cleaning off and washing the work already in place and by adding cement grout as shall be satisfactory to the Engineer.

Placing.

(107) The operation of tamping shall be so conducted as to give a thoroughly compacted, dense, impervious artificial stone of high specific gravity. Great care shall be taken to remove the air near the forms. This shall be done by thoroughly churning the concrete after it has been deposited in the forms. Forks, spades or other suitable implements shall be used for this purpose. These implements shall also be carefully pushed under all pipes in the forms and along all faces of the walls, in order that there shall be no voids, left in the concrete. When deficiency of moisture is indicated during ramming it shall be supplied by sprinkling with a fine spray of water. All exposed surfaces of finished and unfinished work shall be kept continuously moist by covering or by sprinkling at short intervals, or both, and this moisten-

Tamping.

ing shall be continued until the permanent covering or backing is in place. The tops of walls and other surfaces permanently exposed shall be thus protected for a period not exceeding two weeks. Fresh work shall be protected from rain by covering with canvas or other suitable material. Concrete shall not be laid in water, nor shall water be allowed to flow over it before it has thoroughly set.

Grooves in Joints.

(108) Grooves shall be formed in general wherever joints occur in the concrete. One vertical groove shall be made in each joint between the floor blocks under the outside and cross walls of the filters, but no other grooves shall be required in the joints between the floor blocks nor between the sections of the vaulting. In walls, grooves shall be formed in all joints, and such grooves shall in general be twice as wide as deep and with a slight batter, but the dimensions shall be subject to change by the Engineer on particular parts of work.

Floors.

(109) Concrete for floors, including the bottom of the aerator and foundations for walls, shall be placed on the ground as excavated, and shall be brought exactly to the required dimensions. The upper surface of the concrete shall be finished smooth and impervious to water, and free from the appearance of stone.

Placing.

(110) The floors of the filters shall be inverted groined arch vaulting. Diagonal forms shall be placed and concrete placed in alternate squares and screeded with straight screeds to the forms. The remaining blocks shall be screeded to those first set. The joints shall in all cases be sharp and vertical, and planks shall be provided to hold the concrete to this shape.

Forms

(111) The floor blocks under the outside and cross walls shall be built in sections 13 feet long, the ends of the sections coming midway between the pier lines and shall be screeded to forms placed at their ends, every other length being first built and the intermediate sections afterwards placed and screeded to the blocks first built.

Walls

(112) The forms for all walls shall be of lumber planed on one side and two edges. One edge shall be slightly beveled. This beveled edge shall be placed against the straight edge of the next plank and driven to form a tight joint with an even surface. All forms shall be clean and of a smooth surface. Forms shall be rigid against the pressure of the concrete while it is being placed. Wires to hold the forms may be used in the lower portion of the walls. They shall be neatly cut off, after the work is finished, flush with the face of the walls.

(113) The walls of the filters shall be made up in blocks or lengths 13 feet long, and the joints shall be midway between the prolongation of the pier lines. The ends of the blocks shall be vertical and grooved and grooves shall be painted with tar or other satisfactory material to prevent the tongues from sticking in them.

(114) The concrete in each block shall be placed in six-inch layers and thoroughly tamped and churned, and each layer shall be placed before the preceding layer has set, so as to make the blocks monolithic.

(115) The mixing and tamping of the concrete shall be such that the sides of all walls shall be perfectly smooth and free from voids.

Regulator House.

(116) No joints shall be allowed in the corners of the walls.

Foundations.

All corners shall be made monolithic, the Contractor furnishing the proper forms therefor.

(117) Where pipes pass through the walls care shall be taken to bring the concrete into good contact with the pipe, particularly around and underneath all joints and flanges and to have the forms tight around the pipe to secure water-tight masonry.

Aerator

(118) Wall blocks not meeting these specifications when the forms are removed shall be cut out and replaced with blocks which do meet them.

(119) If any joints between the blocks of concrete shall open more than 1-8 inch before the final acceptance of the work, the Contractor shall caulk such joints with jute and shall then grout them with neat Portland cement, to the satisfaction of the Engineer.

Opening of Joints.

(120) The regulator house substructure to Elevation 465.5 shall be built of concrete as shown. The walls shall be monolithic to the bottom of the main floor, and arrangements shall be made for placing the whole of the concrete without stopping work, so that no concrete will be placed on concrete which has already set. The top of all exposed walls shall be finished hard and smooth with rounded corners.

(121) The foundation for the office and laboratory building shall be built of concrete as shown. The walls for the wet well shall be built monolithic, as specified for the Regulator House, Article 120.

(122) The Aerator shall consist of a circular well of concrete, as shown. The walls shall be monolithic, and the tops of the walls shall be finished as specified under Article 120.

Pipes in Masonry.

(123) The concrete roof over the filters shall be of groined arches supported by piers, as shown on the plans, and the concrete shall be so mixed and tamped as to present a smooth and finished appearance. Should any voids appear after moving the centers, they shall be pointed as directed by the Engineer, or defective work shall be removed and replaced with satisfactory work.

Roofs.

(124) For supporting the concrete vaulting suitable centers shall be provided which shall be firm enough to allow thorough tamping, and shall be smooth and tight and prepared in a way satisfactory to the Engineer, to allow them to be readily removed and to leave the concrete with a smooth and presentable surface. Centers shall be provided for at least one-sixth of the work, and centers may be moved forward and used again under regulations established by the Engineer. No center shall be used that is not clean and of a proper shape and strength and in every way suitable. Deformed, broken or defective centers shall be repaired or removed from the work.

Centers.

(125) No centers shall be struck without the express consent of the Engineer, and subject to such conditions as will secure the safety of the work.

(126) Joints in the concrete shall be made on the summits half way be-

Joints.

tween the piers, cutting the vaulting into a series of squares each having a pier as a center. Strong and suitable planks shall be provided and placed for making these divisions. All the concrete in one of these squares shall be placed at one time, that is, the placing shall proceed so that no part of the concrete has set before the concrete adjoining is placed.

Placing.

(127) The method of placing the concrete and the arrangement of the runways shall be such that concrete already in place shall not be jarred while it is in a condition to be injured by such jarring. The Engineer may require the concrete to be placed in alternate squares, the remaining squares to be placed only after that in the square first placed is fully set to the satisfaction of the Engineer.

Sand Court.

(128) That part of the roof which is to be built as a sand court shall be built of richer concrete as specified, and shall have steel rods embedded in it. The rods shall be laid to break joints as directed by the Engineer and no rod shall end at a distance less than six feet of any joint in the concrete. The court shall be built in four sections of about equal area, as directed by the Engineer. Each section shall be placed monolithic without joints or any interruption of the work from start to finish, and the surface shall be troweled smooth and given a finish equal to the best sidewalk work. On top of the court shall be built piers for supporting stop planks. These piers shall be reinforced with steel as shown and the tops shall be finished as specified for the walls of the sand court.

(129) The Engineer will furnish the Contractor with full sized drawings of the shapes required for the forms for the floor and the centers for the vaulting and the lumber shall be cut to conform accurately to such drawings.

Wall about Sand Court.

(130) The Contractor shall construct a wall around the sand platform over the roof of the filters. Suitable forms shall be provided for this wall and the walls shall have a smooth and finished appearance, equal to the best curb work. The top of the wall shall be troweled hard and smooth and the corners shall be rounded.

Piers.

(131) The piers shall be made monolithic in suitable forms. The manholes shall be constructed of concrete in suitable forms, and shall be made monolithic with the vaulting. The forms shall be tight and rigid and shall be of planed plank. Any pier or manhole showing voids when forms are removed shall be removed and replaced by satisfactory work.

Conduits.

(132) The interior of all conduits shall be of the same form and size. The thickness of the concrete may be changed at different parts of the work. The conduits shall be built in sections not less than twenty feet in length. The floor shall be built first with joints prepared for the walls, as shown. The walls and roof of each section shall be built monolithic. Steel reinforcing shall be placed in the conduits as directed by the Engineer.

Cleaning.

(133) The interior of each filter, and the main underdrain, shall be thoroughly cleaned preparatory to placing the filtering materials, and any cracks in the floor or other defects which may then be apparent

shall be repaired to the satisfaction of the Engineer.

(134) In building the concrete the Contractor shall place, form and build into it all the pipes and other materials shown on the plans or mentioned in the specifications, and the compensation paid for placing these pipes and other materials under the respective items therefor shall be full compensation for all the additional trouble and labor and materials required because of them.

(135) The Contractor shall provide suitable forms for, and place all other concrete which may be required for the completion of the work.

(136) The price bid per cubic yard for each class of concrete shall be compensation for all work and materials, including forms and centers, all as herein specified, protected and delivered at the completion of the work in good order.

ITEM 16.

STEEL REINFORCING.

(137) The Contractor shall provide and place in the concrete in the roof of the filters over the area for the sand platform, twisted steel rods, as shown on the plans and listed on Sheet No. 17 of the plans. The rods shall be of the required length as far as practicable, and where joints are necessary they shall lap at least three feet. The rods shall be of the full dimensions shown and shall be accurately spaced and placed, and shall conform to standard specifications for mild steel having a tensile strength of 55,000 to 65,000 pounds per-square inch, and an elongation of at least 25 per cent and shall stand without cracking, bending cold 180 degrees to a diameter equal to the nominal size of the rod, these tests being made on samples of metal before deforming. They shall be twisted cold, so that each bar shall have one complete turn in a length of not less than eight nor more than twelve times the nominal size. The steel shall show no tendency to crack in twisting, and after twisting shall stand without cracking, bending 180 degrees to a diameter equal to two times the nominal size of the rod.

(138) Other forms of reinforcing approved by the Engineer may be used in place of the twisted rods. In such case the smallest section of rod shall be equal to that of the size specified, but in case the stock size differs slightly from the size specified, the spacing of the rods may be rearranged to give the required section of steel. The rods shall be free from rust when placed in the concrete.

(139) The rods shall be held accurately in place during the placing of the concrete.

(140) The Contractor shall also furnish and place the steel rods for the covers for the central drains, for the aerator walls, for the sand washers, for conduits and other structures as shown.

(141) The steel reinforcement for the building is not included under this item.

(142) Compensation for steel in concrete shall be the price bid per pound for the number of pounds actually placed, in accordance with the plans, or as ordered by the Engineer; and shall include the cost of

Compensation.

Steel in Concrete.

Quality

Compensation.

metal, including any royalty, the cutting, placing, fastening in position, keeping free from rust, and all other costs connected therewith. It shall not include any waste metal due to the fact that the lengths supplied were too long for their purpose. The quantity paid for shall, however, include extra metal in laps where authorized by the Engineer due to the fact that a single bar would be unreasonably long. In computing the weight, one cubic inch of steel shall be reckoned as 0.283 pound.

ITEM 17.

FILTER GRAVEL.

Arrangement of
Layers.

(143) On the floor of the filters and surrounding the underdrains shall be placed gravel or broken stone to a depth of about one foot. Instructions will be given by the Engineer as to the exact arrangement and position of the various layers when the stone commences to be received on the ground, but the arrangement will be approximately as follows: The lower seven inches shall consist of broken stone or gravel which will remain upon the screen with a mesh of one inch and which has very few stones over two inches in diameter. Above this shall be placed two and one-half inches of broken stone or gravel which has passed a screen with a mesh of one inch, and which remains upon a screen with a clear mesh of three-eighths inch, and above this shall be placed two and one-half inches of broken stone or gravel which has passed a screen with a mesh of three-eighths inch and which is coarser than the ordinary sand and having an effective size of between 2 and 3 millimeters and entirely free from fine material. The exact depth of the various layers and the meshes of the various screens may be varied somewhat, and the Contractor will be allowed to make such reasonable changes as will allow the material to be handled economically and to the best advantage, but before making any changes he shall consult with the Engineer, and no change shall be allowed which will in any way interfere with the efficiency of the filter.

Reserved Spaces

(144) Gravel shall not be placed within six feet of the inlet chambers nor within two feet of the outside or cross walls, these spaces being reserved for filling with sand.

Hand Picking.

(145) In case the gravel used for the lower layers should contain any material so fine that pieces might enter the joints of the drain pipe, the Engineer may order the coarser material to be selected from the gravel or broken stone, and to be placed about the joints, the quantity of such material not to exceed one cubic foot per joint.

Kind of Stone

(146) The gravel for all the layers may be broken rock, screened to the proper size, or gravel screened from sand and gravel banks of a sandy nature. Gravel screened from hardpan or clayey material cannot be sufficiently cleaned. The gravel shall not contain more than a very

To be clean.

small amount of shale or limestone. The gravel shall be washed entirely free, from fine material so that water passing through it or agitated in contact with it will remain substantially clean.

(147) It is believed that stock to prepare filter gravel from can be obtained on the land belonging to the city and within a mile of the

work, and it may be that it will be obtained in the excavation for the works covered by this contract.

(148) The filters shall be entirely and thoroughly cleaned before any gravel is placed. No dirt or foreign matter of any kind shall be allowed to enter the filters after beginning to place the gravel, and any gravel made dirty in any way after placing shall be at once removed and replaced by the Contractor.

(149) The price bid per cubic yard for filter gravel includes the furnishing, screening, washing and placing of all of the different grades above enumerated, no deduction being made for the space occupied by the underdrains.

Compensation.

ITEM 18.

FILTER SAND IN PLACE.

(150) The filter sand shall be clean sand, with either sharp or rounded grains. It shall be entirely free from clay, dust or organic impurities, and shall, if necessary, be washed to remove such materials from it. The grains shall, all of them, be of hard material which will not disintegrate. The effective size shall not be less than 0.25 millimeter nor more than 0.35 millimeter. The uniformity coefficient shall not be more than 3.0. The sand shall be free from dust and shall not contain more than one per cent finer than 0.13 millimeter, and shall be entirely free from particles over five millimeters in diameter. The sand shall not contain more than two per cent by weight of lime and magnesia taken together and calculated as carbonates. In all other respects the sand shall be of a quality satisfactory to the Engineer.

Kind of Materials.

Grain Size

(151) The Contractor shall take adequate precaution to prevent foreign or polluting material from becoming mixed with the sand and shall protect the sand from such material until the final acceptance of the work or until the filters are put in operation.

Kept Clean.

(152) Samples of sand fulfilling the above requirements may be seen at the office of the Engineer, and he will examine samples of sand submitted by intending bidders and advise them whether or not they are suitable.

Samples.

(153) No sand shall be placed in the filter until the gravel has been placed for a sufficient distance ahead to prevent any possibility of the sand and gravel becoming mixed. The filter sand shall be placed in three layers, each layer to be about one foot thick, and the sand shall not be dropped from a height into final position or otherwise unduly compacted. The first two layers shall be filled in to only approximate depths and the surface need not be smoothed. The final layer shall be brought to a true and even grade, and the surface left smooth and uniform, and such allowance shall be made for settlements as the Engineer may direct.

Placing.

(154) It is believed that there are deposits of sand upon the land belonging to the city within a mile of the work which can be used for filter sand after suitable screening and washing.

(155) The price bid per cubic yard for filter sand includes securing,

Compensation.

transporting and placing the sand, together with all screening, washing or other cleaning which may be necessary to make it conform to the above requirements, and the final measurement shall be made in position after settling one week under water and with the filter in operation.

ITEM 19.

OUTSIDE TILE DRAINS.

Work to be Done.

(156) The Contractor shall furnish and place 24-inch vitrified pipe, to drain the filters and regulator house, and the 8-inch vitrified tile drains for draining the tops of the filters, together with the manholes, as shown on the plans. The iron pipe and gates, catch basins and manhole castings necessary therefor shall be furnished by the Board and placed by the Contractor under Item 28.

Quality.

(157) All pipe shall be of the best quality, sound, hard burned, salt glazed, vitrified clay of uniform texture, of standard thickness and shall be acceptable to the Engineer in every respect. The pipe shall be true in shape and form, of full diameter throughout and substantially straight. The bells shall be at least 2 inches deep for eight-inch pipes and 3 1-4 inches deep for twenty-four-inch pipes and large enough to receive to their full depth all spigot ends without chipping, and to leave a space of not less than one-fourth of an inch all around.

Pipes and specials shall be free from blisters, flaws and all defects, and shall in all cases have smooth, hard even surfaces, especially on the interior.

Inspection.

(158) All pipes and specials shall be subject to such inspection and tests on delivery as the Engineer shall require, and shall be subject to his approval or rejection, and all rejected or damaged pieces shall be removed immediately from the work and replaced by such as are acceptable to the Engineer.

Joints.

(159) All joints shall be made water tight by first using a small jute gasket thoroughly saturated with neat Portland cement, carefully coiled and placed in the bell of the pipe. The joints shall then be made of Portland cement mortar of one part of cement and one part of clean, sharp sand. The mortar, after being pressed into the joint by hand, shall present a beveled surface, the outer edge of which shall be flush with the bell of the pipe. The joints shall be carefully and thoroughly swabbed on the inside as soon as made.

Manholes.

(160) The Contractor shall build the manholes as shown on the line of this drain. They shall be in size, form and thickness as shown on the plans. They may be of brick or of concrete, or of reinforced concrete rings of approved design and construction. The Board will furnish the manhole covers as shown on the plans and the Contractor shall set and securely fasten them into the structures.

Excavation for
8-inch Drains.

(161) For the 8-inch drains on the top of the filters the fill shall be carried about one foot above the invert of the pipe and thoroughly compacted by tamping and afterwards the trench excavated for the pipe. Five catch basins furnished by the Board shall be placed on each drain as shown. The contractor shall cut all pipe necessary to place the catch basins accurately to grade.

(162) Excavation required for these drains will be paid for under Item 3. Care shall be taken in backfilling not to disturb the pipes. - Backfilling.

(163) All drains shall be cleaned and kept free from all dirt, cement, superfluous and materials and obstructions as the work proceeds, and the Contractor shall make good any defects before the acceptance of the work. Kept Clean.

(164) Compensation shall be the lump sum price bid. Compensation.

ITEM 20.

24-INCH CENTRAL DRAINS.

(165) The Contractor shall place the central underdrain in each filter, as shown by the plans. The necessary excavation is paid for by the cubic yard as general excavation. The vitrified pipe and branches shall conform to the specifications for pipe under Item 19. The pipe shall be selected in such lengths that the center of each branch shall come within three inches of the point designated for it, which points are 13 feet apart. This can be accomplished by using pipes of different lengths, and the pipe shall be selected in lengths to accomplish this purpose. The joints shall be made water tight in the same manner as specified for under Item 19. The open ends of the pipe already laid and all branches shall be protected so that no dirt or other obstructing material can enter the same. Work to be Done.

(166) The pipe shall be supported and shall be carefully surrounded by concrete without floating or moving it. The concrete shall be estimated under Item 15. The concrete shall be brought flush with the top of the barrel of the pipe, but shall not entirely cover it. The Contractor shall provide suitable and substantial closing blocks for all openings to prevent the admission of foreign matter during the subsequent operations, and shall maintain them in place until after the completion and cleaning of the masonry of the filter and the removing of the centers for the vaulting. The Contractor shall then cause the drain to be cleaned and inspected, and shall remove all foreign matter then found in it. Placing.

(167) The Contractor shall provide the necessary pipe specials, and build two manholes on each of the six drains, as shown on Sheet No. 6 of the plans but all concrete and steel reinforcing shall be estimated under the item therefor. Cleaning.

(168) In some of the openings the Board will place annular brass discs, upon the completion of the drains and before the lateral connections are made.

(169) Compensation shall be the lump sum price bid for central drains, and shall include compensation for all labor and materials required therefor. Compensation.

ITEM 21.

SPLIT TILE DRAINS.

(170) The Contractor shall furnish and place split or channel 10-inch pipe and 12-inch split tile covers, all as shown on Sheet No. 6 of the plans and listed on Sheet No. 17 of the plans. The pipe shall be of Work to be Done.

the quality specified under Item 19, shall have a thickness of at least seven-eighths inch, and shall be well burned and strong so as to resist splitting. The pipe shall be in two-foot lengths, and shall be laid with open joints with a space of three-quarters inch between barrels to allow water to enter. The far end of each line shall be closed by piling bricks against it, or with a cement plug, to allow the entrance of water, but to keep the gravel from entering. The drains shall be kept in line and the joints in proper position until surrounded by gravel.

(171) Where the 10-inch split tile pipes cross the central drain 12-inch split tile covers without bells shall be provided as shown, and shall be placed so as to entirely close the opening into the central drain.

Compensation.

(172) The price bid shall be a lump sum, and shall be compensation for furnishing, placing and maintaining until surrounded with gravel all the drains and connections here specified.

ITEM 22.

PLACING STEEL PIPE.

(173) The Contractor shall place steel pipe, provided by the Board, in trench otherwise paid for, and bring the same accurately to the required line and grade. The Board will make the riveted joints in the steel pipe and will caulk them after the pipe is in position, but the Contractor shall make all the needed excavation to make the joints accessible to the Board for this purpose.

Delivery.

(174) The Board will deliver the pipe to the Contractor at the railroad freight station or yards in Westfield when needed, but not before July 1st, 1908. In hauling the pipe and in handling it, and in all the operations connected therewith, the Contractor shall use precautions to prevent the disturbance of or damage to the coating on the pipe.

Cleaning and Repairing.

(175) After the pipe in the trench has been riveted and caulked it shall be thoroughly cleaned inside and outside, and all abrasions or injuries to the coating caused by the Contractor shall be thoroughly repaired and coated as follows: The pipe at all places shall be thoroughly heated by a flame, and a coating material of the brand directed by the Engineer shall be applied to it at a suitable temperature. The places shall be further heated until the new coating joins and becomes thoroughly incorporated with the coating previously applied.

Placing not to be Delayed.

(176) The Contractor shall be ready to place the whole of the steel pipe for riveting and caulking so that the work of riveting and caulking may proceed continuously and with one gang of men. The Contractor shall give the Board ten days written notice of the time when such riveting and caulking is to commence and shall be responsible for any delay and loss of time to the gang because of failure to have the pipe ready after the work commences.

Connections.

(177) The Contractor shall connect in a workmanlike manner the steel pipe with the cast iron pipe and specials at all points where it joins with the cast iron pipe placed under Item 23, and shall make all the needed joints, except those joints made by riveting and caulking.

(178) Compensation for placing steel pipe shall be at the sum bid per ton, which includes compensation for hauling, placing and protecting the pipe, and all labor and materials required in connection therewith.

Compensation.

ITEM 23.

PLACING CAST IRON PIPE AND GATES.

(179) The Board will furnish the cast iron pipe, specials, gates and Venturi meters at the Railroad freight station or yards in Westfield. The Board will furnish the bolts and gaskets for making flange joints. The Contractor shall furnish lead for lead joints and all other materials for performing the work.

Delivery.

(180) The work consists in hauling, storing, laying and placing the pipes, specials, gates and Venturi meters in the work in a complete and workmanlike manner.

Work to be Done.

(181) All flange pipe and flange gates will be ordered with holes drilled to correspond.

(182) The Contractor shall cut all pipe that may be necessary in a manner satisfactory to the Engineer.

(183) Proper and suitable, tools and appliances for the safe and convenient handling and laying of all pipes shall be used. Great care shall be taken to prevent the pipe coating from being damaged, particularly on the inside of the pipes. The pipes shall be thoroughly cleaned before being laid, and when laid shall conform to the lines and grades given by the Engineer. Each length of pipe shall be laid upon blocking, two blocks being provided when required for each length. The blocking shall be of sound planks three inches thick, ten inches wide, and of a length equal to the diameter of the pipe. Wedges 12 inches long, of 4x4-inch, shall be placed on the blocking to hold the pipe in position. The blocks shall be bedded level across the bottom of the trench, and when any block has been sunk too deep, additional blocking shall be placed to bring the pipe to the required grade.

Laying.

(184) For the lead joints the spigots shall be adjusted in the bells so as to give a uniform space for the joint, which shall be made with twisted or braided hemp packing and soft pig lead. The packing shall be thoroughly driven into the bells so as to leave a space for the lead at least two inches in depth. The melting pot shall be kept near the joint to be poured, and dross shall not be allowed to accumulate in the pot. The joint shall be thoroughly caulked by competent mechanics, the caulking to be done in such a manner as to secure a tight joint without overstraining the iron of the bell.

Joints.

(185) Where cast iron pipes pass through masonry walls they shall be built into and carefully surrounded by concrete where shown, or as ordered, and lead joints shall be made within two feet of the exterior face of the walls. The piping will be laid out as far as practicable to bring joints within this distance, but where necessary, pipes shall be cut to make lead joints in these positions. The Board will furnish the pipes and gates, if needed, by July 1, 1908.

(186) The price bid for placing cast iron pipe and gates shall be a

Compensation.

price per ton and shall be compensation for all the work and materials herein specified.

ITEM 24.

SAND WASHERS AND PIPING.

Castings.

(187) The Contractor shall build sand washers complete as shown on Sheet No. 9 of the plans. The Board will furnish at the railroad freight station or yard in Westfield all the castings for the hoppers and ejectors and the steel frames needed for the work.

Concrete Boxes.

(188) The Concrete boxes for the sand washer shall be of the best concrete-steel workmanship, entirely free from voids or rough places, and absolutely and entirely water tight. No plastering or pointing after the concrete has set will be allowed. All corners and edges shall be neatly rounded.

Proportions

(189) The Concrete shall be mixed in the proportion of
1 barrel of Portland cement, weighing 380 pounds, net.
8 cubic feet of sand, measured loosely.
8 cubic feet of ballast, measured loosely.

Ballast.

(190) The ballast shall be screened to pass a three-quarter-inch mesh.

Fittings.

(191) The Contractor shall furnish and place all the wrought iron pipe and fittings and the gates on the lines for the installation of the sand washing system complete.

Piping.

(192) The wrought iron pipe shall be standard wrought iron pipe and fittings, of the weights and thicknesses given in Walworth's catalogue. The pipe shall be supported along the cross wall by substantial wrought iron pipe hangers. All the pipe shall be cut, connected and finished in a workmanlike and substantial manner. All wrought iron pipe shall be coated with asphalt or tar.

Gates.

(193) The gates on the pressure and sand lines shall be of the best quality brass or bronze valves, suitable for use with a pressure of 150 pounds. Brass or bronze hose connections shall be provided as shown on Sheet No. 8 of the plans.

(194) All pipes, gates and fittings shall be entirely tight and shall be subject to such tests as the Engineer shall direct to establish this fact.

(195) A schedule of the approximate amount of material required is shown on Sheet No. 17 of the plans.

(196) The Board shall own all unused materials and the Contractor shall deliver them at some convenient point upon the grounds designated by the Engineer. Should pipe or specials be required to finish the system in addition to those shown by the schedule on Sheet No. 17 of the plans they shall be furnished by the Board.

Compensation.

(197) Compensation for this item shall be the lump sum bid for all work and materials necessary for installing the system complete, which includes placing castings for the washers, building boxes and furnishing and placing all pipe, gates, hangers, hose connections, etc., all as shown.

ITEMS 25, 26 AND 27.

B U I L D I N G S .

(198) The Contractor shall construct five buildings, as shown on the plans, upon the concrete foundations prepared for them, and in addition the concrete stairs and lavatory in the basement of the laboratory. All buildings shall be of the best concrete steel construction.

Buildings.

(199) The concrete shall conform to the specifications for concrete Item No. 13, but in walls and floors six inches thick or less the ballast shall pass a 1 1-2 inch screen. The outside shall be finished by rubbing the surface immediately after the forms are removed to take off all irregularities. All exposed corners and edges shall be neatly rounded.

Concrete.

(200) The Contractor shall furnish and place all steel reinforcing, columns, I-beams and other forms of steel or iron as shown. The steel reinforcing shall conform to the specifications for steel reinforcing, Item 16.

Steel in Structure.

(201) All forms shall be of tongue and groove plank; shall be smooth and thoroughly braced in a manner to secure a smooth finished surface of concrete. No pointing or plastering of the concrete will be allowed after the removal of the forms, except for filling holes caused by the use of bolts for tying together the forms. In case such bolts are used they shall be pulled out immediately after the removal of the forms, or neatly cut off, and the holes immediately filled with mortar of the same mixture as that used in the concrete.

Forms.

(202) The Contractor shall build into the concrete all material shown on the plans or mentioned in the specifications, or listed in the schedules. He shall leave all openings required for the installation for any electric wiring, pipes or other appurtenances; he shall furnish and place nailing stripes, wall-plates, wall-hangers and other fittings and fixtures necessary to the completion of the building, as shown on the plans and not specifically mentioned as being furnished by the Board. He shall place all hangers for shafting, conduits for wiring, and all the material shown which the Board furnishes.

Structures Built in

(203) The Contractor shall furnish and place all wood work shown on the plans, or necessary to the completion of the buildings. The roofs shall be formed of sound seasoned hemlock, free from all defects that would impair its strength or durability. The timber shall be of the sizes specified and set to the centers shown on the plans. Bolts shall be provided for securing the wall plate to the concrete. All framing shall be well spiked. Door frames shall be 1 3-4 inch pine plank; shall be built into the forms and thoroughly bonded to the concrete. Window frames shall be of pine and shall be set as specified for door frames. The sash shall be 1 3-4 inch thick, acorn moulded, and weather lipped. Sash shall be glazed with first quality double-thick American glass, well bedded, tacked and puttied. The outside doors shall be of pine 2 1-2 inch thick, with moulded panels, as shown. The front-door to laboratory and office shall have plate glass as shown. Each door

Fittings.

shall be hung with 1 1-2 pair 6x6 bronze plate, loose pin butts, and shall have a three-tumbler lock with bronze face, cast bronze knobs, and bronze plate rose and escutcheons. Inside doors shall be 2 inches thick and shall be hung with 1 1-2 pair 5x5 loose pin bronze butts with bronze locks, knobs and escutcheons. The sash for the windows shall be hung with chains, bronze faced pulleys and cast iron weights. Bronze sash fasts shall be provided. Stop bead screws shall be round headed brass. The small windows for the basement of laboratory shall be hinged to swing vertically, and shall be provided with transom fixtures. All shelves, benches, closets, drawers and trimmings, shall be made of the best white pine, clear, and thoroughly seasoned. All closet doors shall have substantial bronze butts and locks and all drawers shall have bronze drawer pulls.

Painting.

(204) All interior and exterior wood-work shall be primed and given three additional coats of best white lead and linseed oil paint, in colors as directed, and all defects shall be puttied before the second coat.

Plastering.

(205) All walls and partitions shall be finished with plaster on metal lath, or wire cloth, of a quality satisfactory to the Engineer, leaving an air space of about one inch between the concrete and the plaster. The partitions shall be made of 2x4s with metal lath. The ceilings shall be plastered on wire cloth or metal lath as above specified. The angle between the ceiling and wall shall have a cove of 6-inch radius. The first coat of plaster shall be a scratch coat, the second coat shall be floated on, and the third coat troweled smooth. The lower six inches of all walls and partitions shall be made of Portland cement mortar to form base boards. They shall be neatly finished with rounded corners.

(206) The Contractor shall build partitions around the water closet in the basement of the laboratory and office building at the place directed by the Engineer. He shall furnish door with substantial hinges, lock, etc., complete. The partitions shall be of plaster on metal lath as specified above.

Plumbing and Fixtures.

(207) The Contractor shall furnish and place the following plumbing and fixtures. He shall do all piping necessary to furnish hot and cold water for the fixtures shown. He shall make a 2-inch tap into the 36-inch pipe in the basement of the laboratory and shall carry a 2-inch pipe to the tank in the roof. He shall also make a 2-inch connection from this pipe to the 6-inch discharge pipe from the pump, tapping into the 6-inch pipe for that purpose. All cold water connections may be made from this 2-inch pipe. The hot water piping shall include all piping from the heater in the basement to the various fixtures shown on the plans. Gate valves shall be provided on the pipes leading from the 36-inch and the 6-inch pipes and one near the tank on top of the building, and a valve shall be provided for each supply pipe to each fixture. A 1 1-2 inch waste pipe shall be taken off above the junction of the 2-inch pipes leading into the mains and carried to the lower part of the

basement where a valve shall be provided to drain the system. There shall be provided connections for 3-4 inch hose on each floor at points near the 2-inch pipes as directed by the Engineer. A wooden tank holding 1200 gallons lined with copper No. 16 Birmingham wire gauge shall be provided and placed at the top of the building, as shown on the plans. A 4-inch waste overflow shall be provided from the tank to connect into the 4-inch soil pipe. All fixtures shall be connected with the 4-inch soil pipe, which shall be carried to a point in the channel for the brook about 100 feet from the building. The 4-inch soil pipe shall be extended above the roof and properly capped. One drain shall be provided for the floor of each room and shall be connected to the soil pipe. A drain shall also be provided for the refrigerator in the laboratory. All drains shall be covered with removable brass strainers set into the floor in such a manner as to give thorough drainage. All fixtures not otherwise specified shall be provided with lead traps with deep seals.

(208) All cold water piping shall be of standard weight galvanized wrought iron with galvanized malleable iron fittings. All hot water pipes and fittings shall be lead or lead lined. All waste pipes from the laboratory shall be 1 1/2 inch three-pound lead pipe to the soil pipe. All other waste and drains shall be standard wrought iron. All piping shall be placed in a neat manner properly supported and graded and in every way conforming to the best practice in plumbing.

(209) Water closets shall be as shown on plate 5279--R, Mott's Catalogue, or equal, and shall be equipped with porcelain floor slabs as shown on plate 5275 1-2--R, Mott's Catalogue, or equal, and shall have nickel plated flush and supply pipes and quartered oak seats and covers.

Urinals shall be Stevens Ventilating urinals as shown on Plate 6053----R or equal Mott's Catalogue, with floor slab. Lavatories shall be of iron, porcelain enameled all over, and shall be provided with fittings as shown on Plate 6052--R, Mott's Catalogue and shall be provided with nickel plated supply waste and vent pipes, equal in all respects to those shown on Plate 4155--R, Mott's Catalogue. The 5-foot bath tub shall be iron with porcelain lining. The sinks in the laboratory shall be iron, porcelain enameled with overflows and shall be fitted with nickel plated compression faucets. All exposed piping to be nickel plated.

(210) All pipe except the nickel shall be coated with two coats of approved enamel paint after the work is completed.

(211) The following fixtures will be required:

Basement	1 water closet
	1 urinal
	1 lavatory
First floor	1 bath tub
	1 water closet
	1 lavatory
Second floor	1 lavatory
	2 sinks

Piping.

Water Closets.

Painting.

Fixtures.

Heating.

(212) The Contractor shall furnish and install all piping for a hot water heating system for the laboratory and office to a point in the basement to be designated by the Engineer, and make all connections and furnish radiators to give the following heating surfaces:

First Floor

Lower Hall, 100 sq. ft.
Bath Room, 50 sq. ft.
Pump Room, 150 sq. ft.
West Room, 100 sq. ft.

Second Floor

Hall and Office, 150 sq. ft.
Laboratory, 200 sq. ft.
West Room, 150 sq. ft.

Radiators.

(213) The radiators shall be of a neat substantial design capable of being shut off separately, painted with two coats of aluminum bronze paint, and first-class in every respect.

(214) All piping shall be of adequate size and laid in a manner to give proper drainage, allowance for expansion, and the entire system shall be guaranteed in all respects for two years after completion of the work.

Chimney.

(215) A chimney shall be provided for the laboratory with 3 flues as shown. A chimney with one flue shall be provided for the Regulator House. They may be of brick or concrete covered with plaster. The flue lining shall be first quality flue lining of the size shown, and with one opening into each flue as directed.

Roofs.

(216) The laboratory and office and the filter entrances shall be covered with tile roofing laid on one layer of roofing felt over the sheathing, and shall be guaranteed tight for one year.

(217) All chimneys and intersections in the walls shall be flushed with 14-oz. soft rolled copper, shall be 10 inches wide and secured into the masonry to make thoroughly tight. The copper under the tile shall be turned up at least 1 inch. All nails shall be of copper and used only when necessary.

(218) The felt shall be asphalt roofing felt weighing not less than 40 pounds per 100 sq. ft. All layers shall lap at least three inches and shall be carried over the flashing. No holes by roofer stakes or other attachments shall be allowed and the surface of the felt shall be unbroken.

Tile Roofing.

(219) All tile shall be hard burned of a uniform natural red color. Joints shall be broken and all tile laid perfectly true and even and to lines accurately struck. All tile shall be cut to form accurately where necessary and all hips, ridges, etc., shall be of terra cotta of the form selected by the Engineer. All hips and eaves and around chimney shall be closed tile. The tile shall be of a quality equal in all respects to the samples to be seen at the office of the Engineer, manufactured by the Ludowici-Celadon Co., and known as French A tile.

Regulator House
Roof.

(220) The roof for the Regulator house shall be a tar and gravel roof supported by steel I-beams, as shown on the plans. The roof timbers, shall be of hemlock, covered with 2-inch sheathing, upon which shall be laid a four-ply tar and gravel roof. All felt shall weigh at least

14 pounds per 100 square feet and be properly lapped and nailed. The gravel shall be of such a grade that no particles shall exceed 5-8 inch or be less than 1-4 inch in size. It shall be dry and free from rust or dirt when laid. Not less than 400 pounds shall be used per 100 square feet. All pitch shall be coal tar pitch and there shall be used not less than 120 pounds per 100 square feet of completed roof, and shall be laid smoothly and evenly. The nailing shall be with three-penny barbed wire roofing nails driven through discs.

(221) All intersections with walls shall be flushed with 16-ounce soft rolled copper to form gutters as shown on plans and the gutters shall be connected to the copper down-spouts. There shall be provided four down-spouts, 3 inches by 4 inches, of copper, crimped, and supplied with copper screens.

(222) The Contractor shall furnish and build the concrete-steel platform in the regulator house and in the filter entrances.

Platform.

(223) Compensation shall be the lump sums bid, as follows:

Compensation.

Item 25, Lump sum for office and laboratory building;

Item 26, Lump sum for regulator house;

Item 27, Lump sum for three filter entrances; and shall be full compensation for all work and material necessary for constructing the buildings as herein specified.

ITEM 28.

APPURTENANCES.

(224) Schedules of appurtenances are shown on sheet No. 17 of the plans. The weights given are approximate only and reasonable variations from them may be expected, and no additional compensation allowed on that account.

(225) The Contractor shall place the following appurtenances, which will be furnished by the Board at the railroad freight station or yards in Westfield.

Material to be
Furnished by Board

All extension stems, standards, floor bushings, wheels and other appurtenances for operating the gates, as shown on the plans.

All castings for manholes on filters, on pipe lines or other parts of the work.

The catch basin castings on the 9-inch drain on top of filter roofs and on the sand court.

Brackets for the wiring between the float tubes and gauges in the regulator house, and all other brackets and supports necessary to support the appurtenances furnished by the Board.

Screens for intake chamber.

(226) The Contractor shall furnish and deliver on the ground and place in the work the following materials:

Material to be
Furnished by Contractor.

All 3-4 inch lead lined piping from the 36-inch Venturi meter to the register in the laboratory and office, and from the 20-inch Venturi meters and the filters to the gauges in the regulator house, including the brass piping through the filter walls.

All float tubes for the regulator house.

A line of 3-4-inch lead lined pipe from the main well in the regulator house to the office and laboratory building, with a corporation cock near the regulator house, and a faucet in the basement of the office building.

Steel stairs and railings in the filter entrances leading from the door to the platform and thence to each of the filters. The stairs shall be of steel of a neat and substantial design, with checkered treads and iron railings, all to be securely and firmly fastened to the concrete.

A wrought iron or steel ladder for the intake chamber.

Wrought iron or steel ladders or steps for all manholes, all to be strong and securely set in the masonry.

Agricultural tile pipe through the filter roof over each pier with a brass strainer 8 inches square, No. 15 wire four wires to the inch over each pipe. Over the strainer shall be placed one cubic foot of gravel of such size that it will not pass through the screen, and above, ten cubic feet of good mortar sand. Other agricultural or split tile pipe for passages of pipes through walls, as shown on plans.

Castings in the roof of the filters for the electric lights to be placed under the sand court.

Railings on the bridge across the brook as shown on Sheet No. 14 of the plans for the regulator house platform, and for the office and laboratory.

All supports, hangers, brackets, etc., that shall be necessary to support the above mentioned appurtenances.

Compensation.

(227) Compensation for appurtenances shall cover the material specified and the labor of placing them, including the extra labor upon the masonry because of the structures placed in it, and all expenses connected therewith and shall be the lump sum bid therefor.

GENERAL CLAUSES.

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Estimated Quantities only for the Purpose of Comparison.

(228) The Contractor agrees that the estimated quantities in the "Notice to Contractors" are only for the purpose of comparing on a uniform basis the bids offered for the work under this contract, and he further agrees that he is satisfied with and will at no time dispute the said estimated quantities as a means of comparing the bids aforesaid; that he will make no claim for anticipated profits or for loss of profit because of a difference between the quantities of the various classes of work actually done or of the material actually furnished and the said estimated quantities; and he agrees that neither the parties of the first part, nor the Board, or any of them, are held responsible if in the construction of the work any of the said estimated quantities should be found to be not even approximately correct.

Alterations

(229) The Contractor agrees to perform all the work contracted for, as specified in this contract, but any alteration in the form, dimensions, location or manner of doing the work, ordered in writing by the Engineer shall be made as directed, and when the several quantities of work, or

any of them, from this or any other cause shall be increased beyond the amount or amounts exhibited at the time of letting this contract, such increase shall be paid for at the rates herein provided for the same class of work; and whenever the several quantities of work, or any of them, shall in any respect, from this or any other cause, be diminished below the amount or amounts exhibited at the time of letting this contract, the Contractor agrees to perform the remaining work at the prices stipulated in this contract, and to make no claim for damages in consequence of such increase or diminution.

(230) The Contractor shall commence the work herein contracted to be done on the ground within thirty days from the date of the award of this contract.

Time.

(231) The whole work covered by this contract shall be completed and ready for use in every respect on or before October 1, 1909.

(232) If at any time before the commencement, or during the progress of the work, the methods and appliances used or to be used appear to the Engineer to be inefficient or inappropriate for securing the quality of work required or the said rate of progress, he may order the Contractor to increase their efficiency or to improve their character, and the Contractor shall conform to such order; but the failure of the Engineer to demand an increase of such efficiency or improvement in character shall not relieve the Contractor from his obligation to secure the quality of work and the rate of progress established in the specifications.

Proper Methods and Appliances to be Used.

(233) All materials furnished under this agreement, unless otherwise provided, shall be the best of their respective kinds, and all the work contemplated and described in this agreement, and the specifications forming a part thereof, shall be done in a good and workmanlike manner, to the satisfaction of the Engineer, and he shall have the right to correct any errors or omissions in the contract or specifications when such corrections are necessary for the proper fulfillment of their intention. The action of such corrections shall date from the time that the Engineer gives due notice thereof, and any alterations in the work, rendered necessary thereby, shall be made as directed.

Workmanship and Materials.

(234) Explosives in proper quantities shall be stored in a secure and approved manner, and only at approved places, and as allowed by the laws of Massachusetts. They shall be handled with care and shall be at all times under special charge of a competent watchman.

Explosives.

(235) This contract and the specifications herein contained, and the plans herein referred to, may be modified and changed from time to time as may be agreed in writing between the parties hereto, in a manner not materially affecting the substance thereof or materially changing the price to be paid, in order to carry out and complete more fully and perfectly the work herein agreed to be done and performed.

Plans and Specifications.

(236) The plans and specifications are intended to be explanatory of each other, but should any discrepancy appear, or any misunderstanding arise, as to the import of anything contained in either, the explanation of the Engineer shall be final and binding on the Contractor, and all

Access to Work and Inspection.	<p>directions and explanations required, alluded to, or necessary to complete any of the provisions of such specifications and give them due effect, will be given by the Engineer.</p> <p>(237) The Contractor shall permit the Engineer and his assistants and persons designated by him or them, and other representatives of the Board, to enter upon the work at all times and places, and to give lines and grades, and to measure and inspect the work or materials, and shall provide safe and proper facilities therefor and such samples as may be required. The Contractor shall notify the Engineer, at a reasonable time in advance, of the starting of any new class of work. In case any work is to be done at night, the Contractor shall give notice to the Engineer, at least two days before such work is started. Only such classes of work shall be done at night as can be properly inspected, and adequate light and facilities for inspection shall be supplied. The Contractor will not, however, be thereby relieved of his obligation to supervise the work and to fulfill in every respect his contract. If the inspector should be absent or negligent, or should consent to the allowance of inferior work, the Contractor will not be thereby excused from repairing the work and removing faulty materials at his own cost. The Contractor shall at all times furnish the Engineer reasonable notice for the purpose of inspecting the materials furnished and the work done under this agreement.</p>
Winter Work.	<p>(238) No concrete shall be placed or other work done which is subject to damage by frost during the winter months, between December 1st and April 1st; and the Contractor shall repair and replace and make good all work damaged by frost because of its being left in an incomplete condition during the winter months.</p>
Lines and Grades	<p>(239) All lines and grades will be given by the Engineer, but the Contractor shall provide such material and give such assistance therefor as may be required by the Engineer, and the marks so given shall be carefully preserved.</p>
Laws and Ordinances.	<p>(240) And the said Contractors covenant and agree that in the employment of mechanics and laborers in the performance of this contract preference should be given to Citizens of the Commonwealth, and if they cannot be had in sufficient numbers, then to Citizens of the United States.</p> <p>(241) Said Contractors further covenant and agree that no laborer, workmen or mechanic working within this Commonwealth in the employ of said Contractors, a sub-contractor, or other person, doing or contracting to do the whole or a part of the work contemplated by this contract shall be requested or required to work more than eight hours in any one calendar day.</p>
Buildings.	<p>(242) Suitable and satisfactory buildings shall be provided by the Contractor for the housing, feeding and sanitary necessities of the men, and suitable stabling for the animals employed, upon the work. Such buildings shall be located at approved places.</p>
Remove Buildings.	<p>(243) On or before the completion of the work the Contractor shall, ex-</p>

cepting as otherwise expressly directed or permitted in writing, tear down and remove all temporary buildings and structures built by him; shall remove the rails and ties and other woodwork of any railways built by him, and all rubbish of all kinds from the grounds which he has occupied, and shall leave the spoil banks and all other parts of the grounds, which may have been affected by his operations, in a neat and satisfactory condition.

(244) The Contractor shall provide at places approved by the Engineer suitable and sufficient sanitary conveniences for the use of all workmen employed upon this work and they shall be exclusively used by all workmen. Should polluting material be deposited in the filters, or in any part of the work, the Contractor shall at once clear up the material to the satisfaction of the Engineer. Any workman making such pollution shall be forthwith discharged and not again employed upon the work.

Sanitary Conveniences.

(245) The Contractor shall employ only competent and skilful men to do the work, and whenever the Engineer shall inform him that any man on the work is, in his opinion, incompetent, unfaithful or disorderly, or uses threatening or abusive language to any official having supervision of the work, such man shall be discharged from the work, and shall not again be employed on it except with the consent of the Engineer.

Competent Men.

(246) Within twenty days from the expiration of each month in which work herein contracted for shall have been prosecuted according to the terms and conditions of this contract, the City will pay therefor ninety per cent, of the amount due for the work done and performed during the preceding month, based upon the Engineer's estimates for said work and upon the approval of the Board; but if at any time after such payments have been made it shall be found that any of the work included in the estimates on which such payments have been made has been performed in an unworkmanlike manner or contrary to these specifications, the Engineer shall direct the Contractor to take down and rebuild such work in the manner required by the specifications, and no further payments on this contract shall be made until such directions have been in all respects complied with.

Partial Payments.

(247) The City agrees to pay, and the Contractor agrees to receive, the prices specified in the proposal submitted by him and hereinafter set forth, as full compensation for furnishing all the materials called for, not found in the work, and for all labor and use of tools and other implements necessary for executing the work contemplated in this contract; also for all loss or damage arising out of the nature of the work, or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the work, and for all reasons of every description connected therewith; also for all expense incurred by and in consequence of the suspension or discontinuance of said work as herein specified, and for well and faithfully completing the work, and the whole thereof, according to the plans and specifications and requirements of the Engineer under them, which said prices are as follows, to wit:

Prices.

- Item 1: For brubbing, the sum ofdollars and cents (\$.....) per acre.
- Item 2: For general excavation, the sum ofdollars andcents (\$.....) per cubic yard.
- Item 3: For trench excavation, the sum ofdollars andcents (\$.....) per cubic yard.
- Item 4: For rock excavation, the sum ofdollars andcents (\$.....) per cubic yard.
- Item 5: For borrowed excavation, the sum ofdollars andcents (\$.....) per cubic yard.
- Item 6: For rolled embankment, the sum ofdollars andcents (\$.....) per cubic yard.
- Item 7: For rock fill, the sum ofDollars and cents (\$.....) per cubic yard.
- Item 8: For paving, the sum ofdollars and cents (\$.....) per square yard.
- Item 9: For general fill, the sum ofdollars and cents (\$.....) per cubic yard.
- Item 10: For sodding, the sum ofdollars and cents (\$.....) per square yard.
- Item 11: For seeding, the sum ofdollars and cents (\$.....) per acre.
- Item 12: For rubble masonry, the sum ofdollars andcents (\$.....) per cubic yard.
- Item 13: For concrete masonry with reinforcing, the sum ofdollars andcents (\$.....) per cubic yard.
- Item 14: For concrete masonry in piers and vaulting, the sum ofdollars andcents (\$.....) per cubic yard.
- Item 15: For all other concrete masonry, the sum ofdollars andcents (\$.....) per cubic yard.
- Item 16: For steel reinforcing, the sum ofdollars andcents (\$.....) per pound.
- Item 17: For filter gravel, the sum ofdollars andcents (\$.....) per cubic yard.
- Item 18: For filter sand, the sum ofdollars andcents (\$.....) per cubic yard
- Item 19: For outside drains, 24-inch and 8-inch, the lump sum ofdollars andcents (\$.....)
- Item 20: For central drains, 24-inch, the lump sum ofdollars andcents (\$.....)
- Item 21: For split tile drains, 12-inch and 10-inch, the lump sum ofdollars andcents (\$.....)
- Item 22: For placing steel pipe, the sum ofdollars andcents (\$.....) per ton of 2,000 pounds.
- Item 23: For placing cast iron pipe and gates, the sum ofdollars andcents (\$.....) per ton of 2,000 pounds.
- Item 24: For sand washers and piping, the lump sum of

dollars andcents (\$.....)

Item 25: For office and laboratory building, the lump sum ofdollars andcents (\$.....)

Item 26: For regulator house, the lump sum ofdollars andcents (\$.....)

Item 27: For three filter entrances, the lump sum ofdollars andcents (\$.....)

Item 28: For appurtenances, the lump sum ofdollars andcents (\$.....)

For extra work or materials, if any, as specified under Article 251, the reasonable cost of the work or materials, as agreed or as determined by the Engineer, plus ten (10) per cent. of such cost.

Extra Work.

(248) Ten per cent of the value of the work done and materials furnished under this contract, at the contract prices thereof, shall be reserved by the City until the whole work, which is the subject of this contract, shall be fully and entirely completed.

Ten Per Cent Reserved.

(249) The Contractor agrees to make all the needed repairs on the said work during a period of one year after its final completion and he agrees that the Board is authorized to retain out of the moneys payable to him under this agreement the sum of two per cent. on the amount of the contract, and to expend the same, or as much thereof as may be required, in making the aforesaid repairs to the satisfaction of the Engineer, if within ten days after the delivery or mailing of a notice in writing to the Contractor or his agents, they shall neglect to make the aforesaid needed repairs; provided, however, that in case of an emergency, where in the opinion of the Engineer, delay would cause serious loss or damage, the Board may make repairs without previous notice and at the expense of the Contractor.

Repairs.

(250) It is agreed that the Engineer shall, in all cases, determine the amount or quantity of the several kinds of work which are to be paid for under this contract and the amount of compensation to be paid therefor, which compensation shall be at the rates agreed upon for the items of work, herein specified, or a just and reasonable price for necessary extra work done, directed and ordered pursuant to this contract and not otherwise provided for, and shall, within thirty days after the work shall in all respects have been completed according to the terms and conditions of this contract, present a final account and estimate of the same to the Board, who shall review and, when satisfactory, approve the same, and the city shall pay the entire sum so found to be due hereunder after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained, under the provisions of this contract. All prior estimates and payments shall be subject to correction in the final account and payment.

Final Account.

(251) The Contractor shall do any work not herein otherwise provided for which may be necessary for the proper completion of the work, if required, but no such work shall be allowed or paid for except upon a written order signed by the Engineer and countersigned by the Chairman

Extra Work.

of the Water Board, at prices agreed upon and stated in said order or in the absence of such agreement at cost with ten per cent. added and there shall be no claim for extra work or materials or articles or for damages sustained except under this article.

Account for Work

(252) The Contractor shall, before the tenth day of the month succeeding that in which any extra work is done or materials furnished, file with the Engineer and with the Board a claim for such damage or extra work or materials, with the order, or a copy thereof, on which such work or materials were furnished. In case the Contractor fails to so file such a claim for such extra work done or materials furnished, he shall have no claim for compensation for the same against said city.

Contractor to Give
His Personal
Attention.

(253) The Contractor shall give his personal attention constantly to the faithful prosecution of the work, and shall not assign, sublet or transfer to any person or persons, this contract, or any of the work hereby agreed to be performed, or any of the moneys falling due or to become due under this contract; and shall not issue any orders or drafts on the City for any moneys due or to grow due under this contract, unless by and with the consent of the Board, first duly had and obtained by resolution entered upon the minutes of the Board; and agrees that no person other than the party signing this agreement as Contractor shall have any claim thereunder; and that when he is not personally present on the work he shall at all times be represented by a foreman or agent who shall be competent to receive all instructions or orders given under this contract, and who shall be the legal representative of the Contractor.

Responsibility for
the Work.

(254) The Contractor shall be held responsible for any or all materials or work done to the full amount of all payments made thereon, and he will be required to make good at his own cost any injury or damage which said materials or work may sustain from any sources or cause whatever before the final acceptance thereof.

Conditions under
which Board May
Complete Work.

(255) If the work to be done under this contract shall be abandoned, or if the contract shall be sublet, or the contract or any claim thereunder shall be assigned by the Contractor, or if at any time the Engineer shall be of the opinion, and shall so certify in writing to the Board, that the conditions specified as to the rate of progress are not fulfilled, or that the work or any part thereof is unnecessarily delayed, or that the Contractor is violating any of the provisions of this contract, the Board may notify the Contractor to fulfill the conditions of the contract; and should the Contractor fail to comply with said notice within three days, the Board may notify the Contractor to discontinue all work, or any part thereof, and thereupon the contractor shall discontinue said work, or said part thereof, as the Board may designate, and the City may thereupon, by contract or otherwise, as it may determine, complete the work or such part thereof and charge the expenses thereof to the Contractor, and may take possession of and use therein such materials, animals, machinery, implements and tools of every description as may be found upon the work. The expense so incurred shall be deducted and paid by the City out of any moneys then due or to become due the

Contractor under this contract, or any part thereof, and in case such expense is less than the sum which would have been payable under this contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the latter sum, the Contractor shall pay the amount of such excess to the City.

(256) If the Contractor fails to fully and entirely complete and finish the work in conformity to the terms and provisions of these specifications and this contract within the time hereinbefore specified, he shall pay to the City of Springfield, Mass., the sum of fifty dollars (\$50.) for each and every day thereafter including Sundays and Holidays that the finishing of the work is delayed, which sum shall be construed as stipulated and liquidated damages and not as a penalty, and shall be deducted from the amount due by the terms of the contract; provided, however, that in the case of justifiable delay, the Board shall have the right to extend the time for the completion of said work, with or without the remission of the above mentioned sum agreed upon as stipulated and liquidated damages, during the time of said extension, but no extension of time for any reason beyond the time fixed herein for the completion of the work, nor the doing of any part of the work called for by this contract, shall be deemed to be a waiver by the said Board of the right to abrogate this contract for abandonment or delay. And if the Contractor shall fully complete the same before the time specified, he shall receive an extra or additional payment of twenty-five dollars (\$25) for each and every day that his work is so finished before the time specified.

Stipulated Damages

(257) In case of any neglect or refusal on the part of the Contractor to perform the whole of the work, or furnish all the materials or complete the entire work within the time herein specified therefor (Unless such time has been extended as aforesaid), so that such neglect or refusal may be construed as an abandonment of the work on this contract, then, and in that event, the Contractor in every such case shall forfeit all right or claim for any compensation whatsoever for any part of such work which may have been so performed by him, or any materials which may have been so furnished under and in pursuance of this agreement, in addition to the damages for which he shall be liable to the City on account of any injury sustained by said City arising from the neglect or default of the said Contractor in respect to said work, and the City shall not be in any manner liable therefor.

Abandonment of Work.

The Engineer of the Board has the power, at any time, to suspend the execution of the work under this contract, and the Board shall have power to continue such suspension, and in its discretion, to vacate this contract, either for a neglect or refusal to proceed with the work, or for a violation of any or either of the covenants, terms, conditions and provisions of this contract, without rendering the said Board or City liable for any damages therefor, and without in any degree affecting any liability upon the bond given, by or on behalf of the Contractor thereto.

Suspension of Work

Liens.

(258) The Contractors agree to furnish sufficient security by bond or otherwise to be approved by the board for payment by the Contractors and sub-contractors for labor performed, or furnished, and for materials used in said construction in accordance with the provisions of the Acts of Massachusetts of 1904, Chapter 349.

Indemnity.

(259) The Board of Water Commissioners and the City of Springfield, Mass., shall be held blameless for any damage to person or property arising from neglect on the part of the Contractor, or those in his employ. The Contractor expressly covenants and agrees that, in the event of any damage resulting from the work as it progresses, or from any matter or thing connected therewith or arising therefrom to any person or property, he will pay and liquidate the same at his own expense, and assume the liability therefor; and in the event of any action or actions being brought against the Board of Water Commissioners or the City of Springfield, Mass., by reason of, or on account of, or growing out of said work or its construction, or anything connected therewith, the Contractor will, at his own expense, defend the same, and will pay any judgment recovered therein and will, in all respects, fully indemnify and save harmless the said Board of Water Commissioners and the said City, its officers, agents and representatives, from any and all cost, expense, payment or judgment, to be recovered or incurred in such action or actions; and the City shall have the right to retain from the contract price such sum as shall enable it to pay the amount of any claim for damages resulting from any such accident, and the cost and disbursements of any suit brought against the Board or said City therefor, until the validity of any such claim shall be established, and finally determined, and, if established, and finally determined, the same shall be paid from the amount so retained; otherwise, such amount shall be paid over to the Contractor.

Patent Rights

(260) The Contractor, stipulates, covenants and agrees for himself, his heirs, executors, administrators, successors and assigns, that he had the right, power, authority and license to furnish all said materials and do all the work in said specifications as hereinbefore described, and that he and his heirs, executors and administrators, successors and assigns, will, at his and their own cost and charge, defend any and all actions or proceedings that may be brought against the party of the first part, the City of Springfield, Mass., for infringement of patent rights, by reason of the use of any such materials or articles furnished or work done as aforesaid; and that he and they will indemnify and save harmless the said Board of Water Commissioners and the said City of Springfield, Mass., from any judgment that may be recovered against them or either of them for infringement of patents or patent rights by reason of the use of said articles or materials for the doing of said work as aforesaid.

Board not Estopped

(261) It is agreed and understood by and between the parties hereto that the City, its successors and assigns, shall not be precluded or estopped by any return or certificate made or given by the Engineer, in-

spector or other officer, agent or appointee of the Board, under or in pursuance of anything in this agreement contained, from at any time showing failure of performance of any or either of the conditions of this contract, or the true and corrected amount and character of the work which shall have been done, and materials which shall have been furnished by the Contractor, or any person or persons under this agreement, nor from at any and all times withholding payment of the several sums herein specified until the Contractor, when thereunto required on behalf of the Board, shall make and furnish sufficient and independent proof of the quantity and quality of the work and materials done and furnished under this agreement.

IN WITNESS WHEREOF, the said parties of the first part have hereunto, and to two other original agreements of like tenor and date, set their corporate seal, and have cause the same to be signed by a majority of the said Water Commissioners of the City of Springfield, and the party of the second part have hereunto, and the two other original agreements of like tenor, and date, set their hands and seals the day and year first above written.

The foregoing petition was entered on the twelfth day of February, in the year of our Lord one thousand nine hundred and eight, when the said petitioner filed its said plans and specifications of its proposed work, which were duly approved, and the Commissioners having inspected the work during its progress and it appearing that said plans and specifications have been faithfully adhered to, it is ordered that the same be recorded.

Springfield, Mass.

October 26th, 1909.

Chas. C. Spellman) County Commissioners.
J. M. Sickman	
Wm. H. Porter	

To the Honorable Board of County Commissioners for the County of Hampden Board of Water Commissioners of the city of Springfield
 The Board of Water Commissioners of the City of Springfield present herewith plans and specifications for a covered clear water reservoir and pray your Honorable Board to approve the same.

Board of Water Commissioners of the City of Springfield,

by F. G. Wooden,
City Solicitor.

Springfield, Mass.,
May 11th, 1908.

missioners of the
 city of Springfield
 Petitioners for approval of plans and specifications for reservoir on Provin mountain.
 Contract #3.

Kind of Work.

Location

Plans.

Roads.

Earth Excavation.

Rock Excavation

Embankments.

Structures.

SPECIFICATIONS.

(1) The work to be done consists of furnishing all materials not expressly stated to be furnished by the Board, and of performing all labor required for the construction of a reservoir, gate houses, pipes, drains, conduits, dwelling, road and all appurtenances.

(2) The location of the work is on the property of the city in the towns of Agawam and Westfield on the ridge of Provin Mountain.

(3) The entire work and its location is shown on a set of 11 plans, numbering 45 to 55 and signed by Allen Hazen, consulting engineer, and also by the Board and by its Engineer, and dated April 20, 1908 copies of which are filed in the office of the Board of Water Commissioners, and small printed copies of which are attached hereto and made a part of this document. These plans show only the general character of the work, and during its progress such working plans will be furnished by the Engineer as he may deem necessary.

GENERAL DESCRIPTION OF THE WORK.

(4) The Contractor shall build, complete, a roadway from the highway at the foot of the mountain to the site of the work.

(5) The Contractor shall take off the earth and soil down to rock, or to the bottom of the foundations of the structures and so much earth and soil below the said foundations as may be necessary and ordered by the Engineer. All material so removed shall be removed from the site and piled up on adjoining land for subsequent use. The best of this material shall be kept separate for use in rolled embankments.

(6) The rock shall then be excavated for all the structures as shown on the plans and as required. A crusher plant shall be installed to crush a part of the excavated rock for use in making concrete and in making fills and for building the road.

(7) Embankments shall be made under the floor of the reservoir where the natural or excavated surface is below grade and under the outside and cross walls as shown or as required. These embankments shall be made of the best materials obtained in excavation selected for the respective places, and shall be rolled in layers; and in the case of the embankments under the outside wall shall be carried to somewhat larger dimensions than are to be finally used, and shall afterwards be trimmed to form a foundation for the masonry.

(8) On the foundations thus prepared the concrete structures shall be built. The floors upon rock shall be flat on their upper surfaces and otherwise shall be in inverted groined arches. The walls shall be of concrete with steel reinforcement. Different types of walls shall be built, depending upon the nature of the foundation and the depth at which the rock is encountered. The vaulting shall be of concrete groined arches. The division wall shall be built of concrete, reinforced with steel with a conduit through it, for use as a bypass. The inlet and outlet wells shall be built of concrete with steel reinforcing, and shall contain pipes, gate-valves, sluice gates and appurtenances as shown. Over the inlet and outlet wells, houses shall be built of con-

crete and steel as shown. Various pipes, manholes and other appurtenances shall be placed and set as shown.

(9) The walls of the reservoir shall be backed up with fills of earth, crushed stone, and with rock as excavated, the outside being in all cases the loose rock fill with some hand work on the outer surface to true it up and fill the larger voids. The concrete vaulting of the reservoir shall be covered with soil.

Rock Fill.

(10) All earth fills shall be made of the material obtained in the excavation so far as it is suitable and available. If additional material or material of different quality shall be required it may be obtained from borrow pits at points designated by the Engineer, in which case the fair additional cost of excavating and carting shall be estimated by the Engineer under Extra Work, Article 203.

Earth Fill.

(11) On the high ground to the south of the reservoir and above it a dwelling house shall be constructed. The first story shall be of concrete and steel with wooden construction above.

Dwelling.

(12) The Board will furnish to the Contractor all cast iron pipe, specials, gates and appurtenances, and manhole castings required for the work. These materials will be delivered to the Contractor on board cars at Mittineague, on the B. & A. Ry., about six miles from the site of the work, or at the option of the Board, at Feeding Hills, on a branch line of the N. Y., N. H. & H. Ry., about three and one-half miles from the site of the work. The Contractor shall promptly unload these materials on notice from the Engineer and shall pay to the railroad all demurrage accruing if not removed within 48 hours after such notice by the Engineer; shall inspect them to make sure that they are in good order; shall report all cracked pipe or other defective material and shall allow the same to remain until inspected by the Engineer; shall haul them to the site of the work and shall protect them from loss or damage from any cause until required in the work, and shall be responsible for any pipe found broken on the work and all parts lost or damaged after he takes charge of them, and shall make good by replacing or repairing such parts.

Material Furnished
by the Board.

(13) All materials shall be handled so as not to damage paint or coating.

(14) Compensation for receiving, hauling and taking care of these materials until required in the work shall be included in the various items of compensation for placing the said materials.

ITEM 1

ROADWAY.

(15) The work to be done consists in building complete a roadway from the highway at the foot of Provin Mountain to a point above the reservoir, as shown on the plans.

Work to be Done.

(16) The road shall follow approximately the route shown, and there shall be sufficient cut and fill to give it a nearly even grade, not exceeding eight per cent.

Grade.

(17) The roadway shall be graded to a width of 16 feet, exclusive of

Drainage.

ditches, ten feet of which shall be macadamized. On the upper side of the roadway a ditch shall be dug as shown, which ditch shall be connected every three hundred feet with a 12-inch drain laid across the road, and extending beyond any embankment that may be necessary, to a secure point of discharge. The cross section of the roadway shall be finished with a rounded surface as shown on the plans.

(18) All trees and brush shall be cut from the line of the road, and to a width of 15 feet each way from the center line and all wood and brush shall be removed or burned.

Base.

(19) After the subgrade is prepared, trap rock stones, obtained in excavation, shall be placed to a width of 10 ft., making a base averaging four inches thick. These stones shall be placed compactly to form a rough pavement.

Finish.

On top of this base shall be placed run of crusher, crushed so that no stone is over 2 1-2 inches in diameter, and the top shall be finished with at least one inch of finer screened material.

Rolling.

(20) The different layers shall be rolled with a roller, hereinafter specified for use in rolled embankment. It shall pass over the road a sufficient number of times to thoroughly compact the material and leave the surface smooth and hard and equal in all respects to good macadamized road.

(21) Any rock encountered on the line of the road as laid out by the Engineer, and necessary for its proper completion, shall be excavated and shall be estimated as rock excavation under item 3.

(22) In case the road is used for construction purposes by the Contractor, it shall be thoroughly repaired and resurfaced and turned over to the Board at the completion of the work in every respect as specified.

Compensation for Road.

(23) Compensation for roadway shall cover all work and material required to build the road complete as above specified, except rock excavation, and shall be the price bid per lineal foot therefor.

ITEM 2.

EARTH EXCAVATION.

Lines.

(24) Excavation shall be made for the various structures to the lines, grades and forms shown by the plans or given by the Engineer.

Disposition of Material.

(25) All loam or other selected material shall be removed from all areas to be excavated and shall be deposited on the adjacent land. It shall be piled up compactly for subsequent use for the top of the reservoir and in embankments.

(26) The best of the material excavated as selected by the Engineer shall be kept separate for use in rolled embankments. Any excess material shall be deposited at places designated by the Engineer immediately adjoining the site and shall be neatly graded to the lines and grades given.

Unauthorized Excavation.

(27) In case the excavation at any point is carried beyond the lines and grades given by the Engineer, the Contractor shall at his own expense refill such unauthorized depth or width, or cut with such materials as may be directed for insuring the stability of the various struc-

tures. Under all foundations unauthorized excavations shall be refilled with concrete or such other material as the Engineer shall direct.

(28) In case materials are encountered at any points which are not suitable for carrying the loads or structures to be placed upon them, the excavation shall be carried to such additional depth, and shall be filled with concrete or embankment or other material, as the Engineer shall direct, in which case the excavation and concrete or embankment or other material used for refilling shall be paid for under the several items therefor.

Additional Excavation.

(29) The Contractor shall provide suitable drainage and shall remove all water promptly from all excavations and keep them dry while work is being prosecuted therein and until its completion.

Drainage.

(30) Excavation for masonry structures shall be measured to the bottom of the finished structures or to rock, and to lines starting twelve inches outside of the finished structures at the bottom, or at the surface of the rock and sloping upward and outward at an inclination of two vertical to one horizontal, to the surface of the ground. In excavating for pipes the excavation shall be measured to a depth of three inches below the invert and to lines 12 inches outside the pipe at the base and sloping upward and outward with an inclination of two vertical to one horizontal to the surface of the ground. It is not supposed that the excavation will necessarily stand at this slope, nor will the Contractor be required to excavate to it if the material will stand on a steeper slope, but it is expressly agreed upon that the payment shall be made to these lines and that no claim shall be made for excavation outside of them. The Contractor shall protect the sides of excavation until the completion of the structures to be built therein, and if the material slides down, it shall be removed without further payment therefor.

Measurement .

(31) The exact depth of excavation for the walls of the reservoir will depend upon the elevation of the rock surface. Typical sections of walls are shown on the plans.

(32) Wherever the Engineer shall order excavation below the above specified grades, payment shall be made for the actual amount of material removed to the lines and grades given by the Engineer.

(33) The price bid per cubic yard shall be compensation for all work and material required to do all earth excavation and to protect the excavation from water and from caving in until the completion of the structures to be constructed therein, and for disposing of the excavated material.

Compensation for Earth Excavation.

ITEM 3.

ROCK EXCAVATION.

(34) After the earth has been removed the rock shall be excavated to the lines and grades necessary for the respective structures. All solid ledge and all boulders measuring more than one cubic yard shall be paid for as rock excavation.

Work to be Done.

(35) So much of the rock obtained in excavation as is necessary shall be crushed and used for ballast for concrete and for the crusher run

Disposition of Material.

Measurement.

for the embankments and for the construction of the road. The greater part of the remainder of the rock shall be used for embankments and shall be piled up until so used. Any excess rock shall be deposited at places designated by the Engineer immediately adjoining the site and neatly graded to the lines and grades given.

(36) The minimum thickness of the floor and wall to be allowed in different places are shown on the plans. Excavation to be paid for shall be measured to lines six inches outside of the lines of minimum thickness of wall and six inches below the lines of minimum thickness of floor and payment shall be made to these lines whether the rock is removed or not. No payment for material excavated outside of these lines shall be made even though such excavation is actually made.

(37) The actual amount of rock to be removed and of concrete to be placed outside of the specified lines will depend upon the ability of the Contractor to take the rock out to the lines given. The Contractor shall remove all rock inside the lines of minimum thickness of the floor and walls and such loose rock outside those lines as may be necessary. He shall not be required to remove any firm undisturbed rock outside of these lines.

(38) In excavating near places where concrete is to rest against the rock only such explosives shall be used and in such quantities as to remove the rock without shattering or weakening the remaining rock.

(39) Where concrete masonry rests upon rock, all loose rock shall be removed, even though it is outside the lines, and rock so removed by order of the Engineer will be estimated at the actual volume so removed. The use of channeling machines for cutting the sides for the walls is favored but not required.

Excavation for
Pipes.

(40) The excavation for pipes shall be measured in all cases to vertical planes 12 inches outside the interior of the pipe and to a depth of six inches below the grade given for the invert. All space between pipe lines near together shall be excavated and paid for.

(41) The Contractor will not be held rigorously to these dimensions which are agreed upon as an average of the amount of excavation required but shall excavate a trench in all cases sufficiently wide and deep to lay the pipes accurately at the required line and grade and make all necessary joints.

Compensation for
Rock Excavation.

(42) The price bid per cubic yard shall be compensation for all work and material required to do all rock excavation and for disposing of the excavated material.

ITEM 4.

ROLLED EMBANKMENT.

Material for Em-
bankment.

(43) About certain parts of the reservoir and under a part of the floor a rolled embankment shall be constructed as shown on the plans. The embankment shall be of selected fine material. It is believed that a sufficient quantity of this material will be obtained in the excavation. If additional material, or if material of different quality is required it shall be obtained from a borrow pit, at a point designated by the engineer in which case the additional cost of excavating and

hauling the material will be paid for as extra work under Art. 203. Where required the fine material shall be surrounded by a layer of material which shall be a mixture of selected fine material and crusher run. (Item 5) This layer shall be roughly graded in such a way that the inner part shall be mainly fine material and the outer part mainly crusher run. Outside of this layer shall be placed a layer of crusher run. All stones greater than 4-inch in diameter shall be excluded from the rolled embankment and kept separate for the use in rock fill. Such smaller stones as are placed shall not be in contact with each other and shall be scattered through the embankment.

(44) The material shall be spread in layers not exceeding four inches in thickness when finally compacted.

Spreading.

(45) The whole of the embankment shall be carried up at the same time, that is, the crusher run and rock fill outside of the rolled embankment shall be kept at approximately the same level, in order that the slopes may be maintained.

(46) The Contractor shall provide means for wetting the material when required, and such wetting shall be done with fine sprays and in a manner to wet it uniformly throughout, and to a degree required by the Engineer. Such raking and breaking up of the materials, separating of stones, or other work necessary to prepare the material to secure a thoroughly compact homogeneous layer of the specified thickness shall be done before rolling is started. When required the finished surface shall be wet down to secure a bonding for the succeeding layer.

Wetting.

(47) No material shall be placed in the embankments when in frozen condition, or when the surface of the embankment is frozen. As far as practicable the transporting of material shall be done in such a way as to aid in compacting the embankment.

No frozen Material.

(48) All embankments shall be thoroughly rolled with a grooved roller weighing at least ten tons and with an aggregate length of roller not exceeding 6 feet. The roller shall pass over each part of the embankment at least six times to thoroughly compact it. No rolling shall be done when the material is too wet, either from rain or other causes, to properly compact. At such times the work shall be suspended until it has dried out sufficiently to be properly rolled when the work shall proceed.

Rolling.

(49) Around pipes and on any parts of the work where it is impractical to use the roller the fine material shall be carefully puddled and tamped in a manner satisfactory to the Engineer.

(50) The compensation for rolled embankment shall include all labor and materials required in placing, compacting rolling and finishing the embankment as herein specified and shall be the price bid per cubic yard therefor. Where embankment joins crusher run and is partially mixed with it in placing, as herein specified, the Engineer will estimate the proportions of mixing and will estimate the proportionate part of such mixed embankment under each item.

Compensation for Rolled Embankment.

Character of Material.	<p>ITEM 5.</p> <p>CRUSHER RUN.</p> <p>(51) The crusher run for use in embankment and other portions of the work shall be the trap rock excavated and crushed so that all pieces will pass through a 2 1/2 inch ring. The material shall be well graded and shall contain a considerable quantity of fine material well distributed through each part of it, and if the fine material becomes separated it shall be thoroughly mixed with the coarse material before using. In general crusher run shall be rolled as specified for rolled embankment but no rolling will be required for the crusher run used to finish the edge of the fill over the top of the reservoir.</p> <p>(52) All crusher run will be measured in place and where mixed with rolled embankment the proportionate parts thereof will be estimated under each item.</p> <p>(53) Compensation for crusher run shall include all labor and material required in securing, placing, compacting and finishing and shall be the price bid per cubic yard therefor.</p>
Measurement	
Compensation for Crusher Run.	
Where Placed	<p>ITEM 6.</p> <p>ROCK FILL.</p> <p>(54) Rock fill shall be used for the greater part of the embankments and elsewhere as required. All material for making these fills will be obtained from the required excavations.</p> <p>(55) For a distance of two feet from the crusher run and from the concrete walls no stones larger than six inches in diameter shall be placed. Otherwise no classification of rock fill will be made.</p> <p>(56) The rock fills shall be graded approximately to the slopes shown. On the outside of all slopes the spaces between large rocks shall be roughly filled with smaller stones, to present an even and finished appearance to the slope.</p> <p>(57) The price bid per cubic yard shall be compensation for all work and materials required in securing and placing the rock fill as specified.</p>
Grading.	
Compensation for Rock Fill.	
Where Placed	<p>ITEM 7.</p> <p>EARTH FILL.</p> <p>(58) Over the top of the reservoir and elsewhere as required, earth fills shall be made.</p> <p>(59) The material from the excavation shall be used as far as available. It is believed that a sufficient quantity will be so obtained. Additional material if needed shall be taken from a borrow pit at a point designated by the Engineer, and the additional cost of excavating and hauling shall be estimated as extra work under Art. 203.</p>
Material Used.	
Placing Soil.	<p>(60) The top soil obtained in general excavation and kept separate for that purpose shall be deposited to a depth of eight inches forming the upper part of all earth fills and shall be brought accurately to the required lines and grades. Such allowance for settlement shall be made as the Engineer shall direct.</p> <p>(61) The vaulting is strong enough so that teams can be driven over it in making filling; but the driving shall be over the earth fill and</p>

not on the bare concrete.

(62) After making the general fills the Contractor shall protect the surface and embankments from wash by rains or other causes, and from slipping and sliding, until the completion of the whole work, and shall repair the effects of such washing or sliding, and turn all over in good condition.

Protection from
Slipping.

(63) Earth fill shall be measured after settling from several heavy rains.

Measurement.

(64) The price bid for earth fill shall include all labor and materials required in securing and placing the fill as herein specified, and shall be the price bid per cubic yard therefor.

Compensation for
Earth Fill.

ITEMS 8, 9, 10 and 11.

CONCRETE.

(65) There shall be four classes of concrete, as follows:

ITEM 8.

CONCRETE FOR FILLING.

(66) This class shall include all concrete filling used in authorized excavation under walls and floors and in building cut-off walls. Such fills and cut-off walls shall be made at any place where the Engineer directs. The concrete filling of unauthorized excavation shall not be estimated under this item, but shall be made of the quality and mix herein specified.

(67) The concrete shall be mixed in the proportions of

1 barrel American Portland cement, weighing 380 pounds net

17 cubic feet of sand, measured loosely.

30 cubic feet of ballast, measured loosely.

ITEM 9.

CONCRETE FOR PIERS AND VAULTING.

(68) This class shall include all concrete in piers and vaulting and shall be mixed in the proportions of

1 barrel American Portland cement, weighing 380 pounds net.

11 cubic feet of sand, measured loosely.

19 cubic feet of ballast, measured loosely.

ITEM 10.

CONCRETE FOR WALLS.

(69) This class shall include all concrete in walls and shall be mixed in the proportions specified for concrete in piers and vaulting.

ITEM 11.

ALL OTHER CONCRETE.

(70) This class shall include concrete in floors and all other concrete not included in above classes and shall be mixed in the proportions specified for piers and vaulting.

Buildings.

(71) The Portland cement shall be made by a manufacturer of established reputation. The brand shall be subject to the approval of the Engineer, and only one brand shall be allowed upon the work, except by special permission of the Engineer.

Cement.

(72) Cement shall be furnished in bags of strong, close duck cloth,

Packing.

Storing.	and shall, in all cases, be in original packages, suitably branded. Cement shall be stored in a suitable house provided by the Contractor for the purpose, near the concrete mixer or mixers. The house shall be sufficiently large so that the different lots of cement can be kept separately and readily accessible, and no cement shall be used that has not been in the store house for two weeks. Scales shall be provided for weighing the cement.
Records.	(73) The Contractor shall keep a record of the dates and quantities of the various lots of cement received and of the cement used, and said record shall be accessible to the Engineer at all times.
Quality.	(74) The cement shall be of a uniform color, finely ground, so that not more than eight per cent by weight shall remain upon a sieve with 100 meshes per lineal inch, and shall have a specific gravity not less than 3.10. It shall contain not more than 1.75 per cent of sulphuric acid, computed as SO_3 .
Tests.	(75) Round pats of neat cement, about three inches in diameter, one-half inch thick at the center, and tapering to a feather edge, shall not show signs of swelling, warping, cracking, checking, disintegrating, or any other signs of unsoundness after being in air or water at ordinary temperatures for twenty-eight days.
Briquettes	(76) Briquettes of cement, with one square inch of cross-section, shall develop the following ultimate tensile strengths, as determined from an average of five specimens. Age 24 hours (1 hour in air, 23 in water) strength 170 pounds. Age 7 days (1 day in air, 6 in water) strength 450 pounds Age 28 days (1 day in air, 27 in water) strength 550 pounds. One part of cement to three parts standard sand by weight: Age 7 days (1 day in air, 6 in water) strength 150 pounds. Age 28 days (1 day in air, 27 in water) strength 200 pounds.
Rejection.	(77) If any lot of cement, as determined by a reasonable number of samples, fails to pass the tests, or is otherwise unsuitable for use in the work, the entire lot from which the samples were taken shall be rejected and immediately removed from the work.
Sand.	(78) The sand shall be coarse grain, sharp and reasonably free from loam and all foreign substances. No deposits of satisfactory sand in the immediate vicinity of the work have thus far been found. Excellent sand can be obtained from the bed of the Westfield river and elsewhere within a distance of two miles or less. The Engineer will examine samples of sand submitted by intending bidders and advise them whether or not they are suitable. Fine material obtained from crushing the trap rock may be used in place of sand so far as it is obtained of suitable quality. Such material shall be less than one quarter inch and shall be well graded in size. If this material shall be found to be too fine, coarse sand shall be added to give the required mixture as directed by the Engineer. All shall be subject to tests with cement in briquettes, and no sand or crushed trap shall be used not setting up properly and making a strong impervious and satisfactory briquette.

(79) Ballast shall consist of crushed trap rock broken to such sizes that all will pass through a 2 1-2 inch ring and from which all particles smaller than 1-4 inch shall have been screened out. It shall be well graded from fine to coarse, and that which is all of one size shall not be used.

Ballast.

(80) The Engineer may change the proportions of sand and ballast in the concrete, at his discretion, keeping the aggregate volume to be mixed with one barrel of cement unchanged; and he may take into account any small and tolerably uniform quantity of ballast in the sand or any small and tolerably uniform quantity of sand in the ballast, and may change the proportions as may be necessary to correct for such mixing. In case sand is contained in the ballast the volume of it shall be estimated and the quantity of sand shall be reduced, but without corresponding increase in the quantity of ballast, as it is assumed that the sand fills the voids in the ballast and does not increase its total volume. For the purpose of this calculation all material less than 1-4 inch shall be considered as sand.

Proportions may be Changed.

(81) Samples of sand and ballast which the Contractor proposes to use shall be submitted to the Engineer for examination at least three days before the Contractor commences to deliver the materials upon the ground. Materials shall not be delivered until the samples have been approved by the Engineer, and, as delivered, they shall be in all respects equal to the samples submitted and approved.

Samples.

(82) The Contractor shall install a plant and shall maintain force sufficient to readily place at least 150 cu. yds. of concrete in a month in one working day.

Capacity of Plant

(83) The concrete shall be mixed in machine mixers of approved form, in which the materials are mixed in batches, and measuring boxes or other approved apparatus shall be used so that the proportions can be easily and exactly determined. The concrete shall in general be mixed rather wet, as may be directed by the Engineer, and the control of the amount of water in the mix shall be exact and certain. The mixing shall be thorough and shall be continued until every particle of ballast is completely covered by the cement. Provisions for rapid transportation shall be made so that the concrete shall be in place before the initial set commences.

Mixing.

(84) In walls more than 18 inches thick the Contractor may embed hard clean pieces of rock in the concrete. Such pieces shall not be greater than one-fourth of the thickness of the wall and the aggregate volume shall not exceed one-fifth of the total volume in any part of the work. Such pieces of rock shall be kept away from exposed faces of the walls, from each other, from steel rods and from pipes, and their use may be prohibited by the Engineer at any place or places where experience shows difficulty in complying with these conditions.

Rock Embedded in Walls.

(85) All concrete shall be deposited in 6-inch layers, or layers of such thickness as the Engineer shall direct, and thoroughly tamped. Where work is left unfinished, grooves shall be made by driving pieces

Placing.

of wood (to be removed afterward) into the concrete at proposed joints before it has set such joints to be satisfactory to the Engineer. In joining new work to old, such precautions shall be taken to secure a perfect bonding at the joint by cleaning off and washing the work already in place and by adding cement grout as shall be satisfactory to the Engineer.

Tamping.

(86) The operation of tamping shall be so conducted as to give a the roughly compacted, dense, impervious artificial stone of high specific gravity. Great care shall be taken to remove the air near the forms. This shall be done by thoroughly churning the concrete after it has been deposited in the forms. Forks, spades or other suitable implements shall be used for this purpose. These implements shall also be carefully pushed under all pipes in the forms and along all faces of the walls, in order that there shall be no voids left in the concrete. When deficiency of moisture is indicated during ramming it shall be supplied by sprinkling with a fine spray of water.

Wetting.

(87) All exposed surfaces of finished and unfinished work shall be kept continuously moist by covering or by sprinkling at short intervals, or both, and this moistening shall be continued until the permanent covering or backing is in place. The tops of walls and other surfaces permanently exposed shall be thus protected for a period not exceeding two weeks. Fresh work shall be protected from rain by covering with canvas or other suitable material. Concrete shall not be laid in water, nor shall water be allowed to flow over it before it has thoroughly set. No concrete shall be worked over or walked on or in any way disturbed until thoroughly set to the satisfaction of the Engineer.

Grooves.

(88) Grooves shall be formed in general wherever joints occur in the concrete. One vertical groove shall be made in each joint between the floor blocks under the outside and cross walls of the reservoir, but no other grooves shall be required in the joints between the floor blocks nor between the sections of the vaulting. In walls, grooves shall be formed in all joints, and such grooves shall in general be three times as wide as deep and with a slight batter, but the dimensions shall be subject to change by the Engineer on particular parts of work.

Concrete for Filling.

(89) A concrete cut-off wall shall be built under the division wall or outside wall where the Engineer shall direct. Other fills under the walls and floor shall be made as required. Rough simple forms shall be furnished to hold this concrete in place.

Floors.

(90) The floors of the reservoir will be partly on earth and partly on rock. Typical sections of these floors are shown on the plans. The floors shall be flat on rock foundations and otherwise shall be inverted groined arches.

(91) Where floors or foundations for walls are upon earth or fill they shall be placed on the ground as excavated or filled and shall be brought exactly to the required dimensions.

Placing in Floors.

(92) For groined arch floors, forms shall be placed and concrete placed in alternate diagonal squares and screeded with straight screeds

to the forms. The remaining blocks shall be screeded to those first set. For flat floors joints shall be formed every sixteen feet and shall be midway between the piers. The joints shall in all cases be sharp and vertical, and planks shall be provided to hold the concrete to this shape. In placing the floors on slopes the portions under the piers shall be raised to form level bases for the piers as shown. The upper surface shall be finished smooth and impervious to water, and free from the appearance of stone.

(93) The floor blocks under the outside and cross walls shall be built. Forms for Floor Blocks.
in sections 16 feet long the ends of the sections coming midway between the pier lines, and shall be screeded to forms placed at their ends, every other length being first built and the intermediate sections afterwards placed and screeded to the blocks first built.

(94) In measuring the concrete for floor on rock, it is expressly agreed that the thickness shall be taken as 6 inches greater than the minimum thickness allowed and this quantity of concrete shall be paid for whether it is placed or not. Under the level portions of this floor all cavities more than ten inches below the finished surface may be previously filled to the limit of the minimum thickness with a concrete mixed as specified above for concrete for filling, Item 8, but no additional payment for such concrete shall be made. On all sloping floors the concrete shall be placed against the rock as excavated and shall be entirely of the mix specified for concrete Item 11.

Measurement.

(95) Different types for the outside and division wall are shown on the plans, and the exact length of these different types of wall can only be determined after the excavation has been made. The intention is to carry the wall to rock where the rock is at elevation 384.5 or above. Except for short sections near the gate houses no wall will be carried below elevation 384.5 but will be placed on the excavation or upon fill made to that elevation. Such fill may be of concrete or rolled embankment as the Engineer shall direct. No wall will be made of less height than 14 feet. Where the walls are in-rock excavation the concrete shall be carried to the rock wall at whatever distance that may be.

Division Wall.

(96) A minimum thickness of wall where against the rock is shown on the plans. No sound rock outside this line will be required to be removed. It is expressly agreed that in measuring the concrete for walls in rock excavation the thickness of the wall shall be taken as six inches greater than the minimum thickness allowed and that payment shall be made for this thickness no matter whether the actual amount placed may be greater or less. For walls in earth excavations forms shall be provided to furnish the exact section shown on the plans.

Outside Walls.

(97) The forms for all walls shall be of lumber planed on one side and two edges. One edge shall be slightly beveled. This beveled edge shall be placed against the straight edge of the next plank and driven to form a tight joint with an even surface. All forms shall be clean and of a smooth surface. Forms shall be rigid against the pressure of

Forms for Walls

Joints in Walls.

the concrete while it is being placed. Wires to hold the forms may be used in the lower portion of the walls. They shall be neatly cut off, after the work is finished, flush with the face of the walls.

(98) Joints in the walls shall be made in steps not to exceed 30 inches in height and to be at least twice as long horizontally as vertically. The walls shall be placed in large masses with as few joints as possible and in general not less than 100 cu. yds. shall be put in at one time. No horizontal joint shall exceed 12 feet in length except in case of rain or accident which makes continuance of work impossible in which case special grooved joints shall be made as the Engineer directs. No joints shall be made at the corners of walls and forms, shall be provided to make the corners monolithic.

(99) The division wall shall contain a conduit and shall be connected to the floor and vaulting by steel rods as shown. In general it shall be built as above specified for outside wall.

Gates Houses.

(100) The walls of the inlet and outlet gate houses shall be built monolithic to elevation 404.85. The maximum amount of concrete thus continuously placed will be about 400 cubic yards, and the Contractor shall make arrangements for placing this without interruption working through the night with an extra shift or shifts of men. In portions of the walls of the outlet gate house an overflow channel shall be built as shown. All exposed surfaces inside the gate houses shall be trowelled smooth with corners neatly rounded.

(101) Sections of walls not meeting these specifications when the forms are removed shall be cut out and replaced in a manner satisfactory to the Engineer.

(102) The mixing and tamping of the concrete shall be such that the sides of all walls shall be perfectly smooth and free from voids.

Pipes in Masonry.

(103) Where pipes pass through the walls care shall be taken to bring the concrete into good contact with the pipe, particularly around and underneath all joints and flanges and to have the forms tight around the pipe to secure water-tight masonry.

Roofs.

(104) The concrete roof over the filters shall be of groined arches supported by piers, as shown on the plans, and the concrete shall be so mixed and tamped as to present a smooth and finished appearance. Should any voids appear after moving the centers, they shall be pointed as directed by the Engineer, or defective work shall be removed and replaced with satisfactory work.

Centers.

(105) For supporting the concrete vaulting suitable centers shall be provided which shall be firm enough to allow thorough tamping, and shall be smooth and tight and prepared in a way satisfactory to the Engineer, to allow them to be readily removed and to leave the concrete with a smooth and presentable surface. Centers shall be provided for at least one-sixth of the work, and centers may be moved forward and used again under regulations established by the Engineer. No center shall be used that is not clean and of a proper shape and strength and in every way suitable. Deformed, broken or defective centers shall be repaired or removed from the work.

(106) No centers shall be struck without the express consent of the Engineer and subject to such conditions as will secure the safety of the work, nor until the adjacent walls are secured. Outside walls shall be considered as secure when the embankments against them have been completed to the satisfaction of the Engineer. In general no center shall be struck until two full arches in front have been placed and set, and the earth filling over any arch shall not be placed until at least five full arches in front are in place.

(107) Joints in the concrete shall be made on the summits half way between the piers, cutting the vaulting into a series of squares each having a pier as a center. Strong and suitable planks shall be provided and placed for making these divisions. All the concrete in one of these squares shall be placed at one time, that is, the placing shall proceed so that no part of the concrete has set before the concrete adjoining is placed.

Joints in Roof.

(108) The method of placing the concrete and the arrangement of the runways shall be such that concrete already in place shall not be jarred while it is in a condition to be injured by such jarring. The Engineer may require the concrete to be placed in alternate squares, the remaining squares to be placed only after that in the square first placed is fully set to the satisfaction of the Engineer.

Piers.

(109) The piers and manholes shall be constructed of concrete in tight and rigid forms. Any pier or manhole showing voids when forms are removed shall be removed and replaced by satisfactory work.

Placing.

(110) The Contractor may if he desires build a groove or recess in each pier near the top not more than one half inch deep, and of a form approved by the Engineer for the purpose of attaching clamps to support the centers for the vaulting.

(111) The Engineer will furnish the Contractor with full sized drawings of the shapes required for the forms for the floor and the centers for the vaulting, and the lumber shall be cut to conform accurately to such drawings.

(112) The interior of the reservoir shall be thoroughly cleaned after completion, and any cracks in the floor or walls or other defects which may then be apparent shall be repaired to the satisfaction of the Engineer.

Cleaning.

(113) In building the concrete the Contractor shall place, form and build into it all the rods, pipes and other materials shown on the plans or mentioned in the specifications, and the compensation paid for placing these rods, pipes and other materials under the respective items therefor shall be full compensation for all the additional trouble and labor and materials required because of them.

Placing Materials in Structure.

(114) The Contractor shall place all other concrete which may be required for the completion of the work.

(115) The price bid per cubic yard for each class of concrete shall be compensation for all work and material, including forms and centers, all as herein specified, protected and delivered at the completion of the work in good order.

Compensation for Concrete.

Steel in Concrete

Quality.

ITEM 12.

STEEL REINFORCING.

(116) The Contractor shall provide and place in the concrete, twisted steel rods, as shown on the plans. The rods shall be of the required length, and of the full dimensions shown and shall be accurately spaced and placed, and shall conform to standard specifications for mild steel having a tensile strength of 55,000 to 65,000 pounds per square inch and an elongation of at least 25 per cent. and shall stand without cracking, bending cold 180 degrees to a diameter equal to the nominal size of the rod, these tests being made on samples of metal before deforming. They shall be twisted cold, so that each bar shall have one complete turn in a length of not less than eight nor more than twelve times the nominal size. The steel shall show no tendency to crack in twisting, and after twisting shall stand without cracking, bending 180 degrees to a diameter equal to two times the nominal size of the rod.

(117) Other forms of reinforcing approved by the Engineer may be used in place of the twisted rods. In such case the smallest section of rod shall be equal to that of the size specified, but in case the stock size differs slightly from the size specified, the spacing of the rods may be rearranged to give the required section of steel. The rods shall be free from rust when placed in the concrete.

(118) Vertical rods shall reach to the bottom of the walls and shall project into the vaulting at least 6 inches. The rods in the division wall shall extend into both the adjoining floor and vaulting as shown. Horizontal rods shall be at least 30 feet long and the ends shall be hooked to the adjoining rods. Such hooks shall be about 6 inches long and bent at least 100 degrees. All rods shall be bent around corners of walls and no rod shall end at a distance of less than 5 feet from any corner. Such other bending of rods shall be done to place them in the positions shown on the plans. The exact spacing and arrangement of rods will be given by the Engineer as the work progresses. The rods shall be held accurately in position until the concrete is placed.

(119) Steel reinforcement for the inlet and outlet gate houses above elevation 404.85 and the dwelling is not included under this item.

Compensation for Steel.

(120) Compensation for steel in concrete shall be the price bid per pound for the number of pounds actually placed, in accordance with the plans, or as ordered by the Engineer; and shall include the cost of metal, including any royalty, the cutting, placing, fastening in position, keeping free from rust, and all other costs connected therewith. It shall not include any waste metal due to the fact that the lengths supplied were too long for their purpose. The quantity paid for shall, however, include extra metal in laps where authorized by the Engineer due to the fact that a single bar would be unreasonably long. In computing the weight one cubic inch of steel shall be reckoned as 0.283 pound.

ITEM 13.

INLET AND OUTLET GATE HOUSES.

Buildings.

(121) The Contractor shall construct two buildings, including the

floors, for the inlet and outlet gate houses as shown on the plans upon the concrete foundations prepared for them. The concrete in the foundations shall be estimated to the base of the water table under Item 11. The buildings shall be of the best concrete steel construction.

(122) The concrete shall conform to the specifications for concrete Item No. 9. The outside shall be finished by rubbing the surface immediately after the forms are removed to take off all irregularities; all exposed corners and edges shall be neatly rounded.

Concrete.

(123) The Contractor shall furnish and place all steel reinforcing as shown. The steel reinforcing shall conform to the specifications for steel reinforcing, Item 12. The floors shall be of concrete and steel with openings left and concrete covers provided as shown.

Steel in Structures

(124) All forms for the walls shall be of tongue and groove plank; shall be smooth and thoroughly braced in a manner to secure a smooth finished surface of concrete. No pointing or plastering of the concrete will be allowed after the removal of the forms, except for filling holes caused by the use of bolts for tying together the forms. In case such bolts are used they shall be pulled out immediately after the removal of the forms, or neatly cut off, and the hole immediately filled with mortar of the same mixture as that used in the concrete.

Forms for Buildings

(125) The Contractor shall build into the concrete all material shown on the plans or mentioned in the specifications, the Contractor shall furnish and place nailing strips, wall plates, and other fittings and fixtures necessary to the completion of the building, as shown on the plans and not specifically mentioned as being furnished by the Board. He shall place all the material shown which the Board furnishes.

Structures Built in.

(126) Roofs shall be sheathed with sound, seasoned hemlock sheathing 8 inches wide laid diagonally, driven close and nailed with two nails at each bearing. All roof sheathing shall be covered with one thickness of asphalt roofing felt, 40 lbs. to the square. All flashing shall be 14 oz. soft rolled copper. All joints shall be double locked and hammered flat so as to be tight without solder.

Roofs.

(127) All roofs shall be covered with hard burned tile of a uniform red color. The tile shall be in all respects equal to that manufactured by the Ludowici-Celadon Co. and known as French-A tile, a sample of which may be seen at the office of the Engineer. All tile shall be cut accurately for the work before burning. Closed eave tile shall be used on all eaves, top tile on all ridges, and closed valley tile for all valleys. All tile shall be laid perfectly straight and true with joints broken alternately. All finish, hips and ridges shall be of terra cotta design as selected by the Engineer.

(128) The Contractor shall furnish and place all wood work shown on the plans, or necessary to the completion of the buildings. The roofs shall be formed of sound seasoned hemlock, free from all defects that would impair its strength or durability. The timber shall be of the sizes and set to the centers shown on the drawing. Bolts shall be provided for securing the wall plate to the concrete. All framing shall be well

Fittings.

spiked. All floor and window frames shall be well constructed of No. 1 white pine set cross braced and maintained plumb and true until completion. Where set in concrete they shall be secured with 1x1-8x6 inch iron strap anchors screwed on frame and built into the wall. Door frames shall be of 1 3-4 inch plank. The sash shall be glazed with first quality double thick American glass, well bedded, tacked and puttied. The outside doors shall be of pine 2 1-2 inch thick, with moulded panels, as shown. Each door shall be hung with 1 1-2 pair 6x6 bronze plate loose pin butts, and shall have a three-tumbler lock with bronze face, cast bronze knobs, and bronze plate rose and escutcheons. Inside doors shall be 2 inches thick and shall be hung with 1 1-2 pair 5x5 bronze bolts and escutcheons. The sash for the windows shall be hung with chains, bronze faced pulleys and cast iron weights. Bronze sash fasts shall be provided. Stop bead screws shall be round headed brass.

Woodwork.

(129) All interior and exterior wood-work shall be primed and given three additional coats of best white lead and linseed oil paint, in colors as directed, and all defects shall be puttied before the second coat.

Plastering.

(130) All walls shall be finished with plaster on metal lath, or wire cloth, leaving an air space of about one inch between the concrete and the plaster. The ceilings shall be plastered on wire cloth or metal lath. The angle between the ceiling and wall shall have a cover of 6 inch radius. The first coat of plaster shall be a scratch coat, the second coat shall be floated on, and the third coat troweled smooth. The lower six inches of all walls of inlet and outlet gate houses shall be made of Portland cement mortar to form base boards. They shall be neatly finished with rounded corners.

Compensation for
Gate Houses.

(131) Compensation for inlet and outlet gate houses shall cover all the material and labor necessary to build the houses complete as shown on the plans and herein specified, and shall be the lump sum bid therefor.

ITEM 14.

DWELLING.

Excavation for
Dwelling.

(132) The building shall be of concrete with steel reinforcing as shown on the plans. Where any material is noted on the plans or herein specified it shall be of the best of the kind or grade so specified.

(133) Excavation for all walls and footings shall be to solid bearing and for the cellar to the depth shown. Excavated material shall be disposed of on the premises as directed. The excavation shall be estimated and paid for under Items 2 and 3.

Concrete.

(134) All concrete and steel reinforcing shall be as specified for the gate houses, Item 13. Where concrete is to be colored Pecora mortar stains shall be used.

Woodwork.

(135) All timber used shall be of first quality, sound, seasoned hemlock timber of the sizes noted on the plans, carefully set plumb, level and true, strongly spiked and secured in place.

(136) All frame walls and roofs shall be sheathed with well seasoned southern pine or hemlock sheathing, 8-inch wide, laid diagonally, driven up close and nailed with two nails at each bearing. All side wall sheathing shall be covered with one layer of Neponset building paper or equal, cut in around all window frames before same are set, well lapped and secured in place. All roof sheathing shall be covered with one thickness of asphalt roofing felt, 40 pounds to the square.

Roofs and Walls.

(137) All flashing, valleys, etc., shall be of 14 oz. soft rolled copper. All joints shall be double locked and hammered flat so as to be tight without solder. All valleys shall be 16 inches wide. Flash and back flash shall be placed around chimney. Flashing shall be let into the masonry 1 1-2 inches and securely pointed up. Flash shall be placed around second story windows where shingles lap over the window casing.

(138) The roof shall be of tile as specified for gate houses, Item 13.

(139) All exterior trim shall be of cypress. The ceiling of the porch shall be of southern pine 1-2 inch center beaded and painted.

(140) All doors and window frames shall be well constructed of No. 1 white pine, set cross braced and maintained plumb and true until completion. Where frames are set in concrete they shall be secured with 1x1-8x6 inch iron strap anchors, screwed on each frame and built into the wall.

(141) All shingles shall be first quality, 18 inch cypress or cedar shingles laid straight and true to line, 7-1-2 inches to the weather.

(142) All beams shall be level and a 7-8 x 4 1-2 inch comb grained southern pine flooring shall be laid over all floors, in long lengths, shall be drawn close and blind nailed, and planed level on completion. The ground floor shall be scraped to remove all plane marks and as soon as finished, all floors shall be given a coat of oil.

(143) All concrete walls shall be provided with 1 1-4 inch furring strips. All corners and angles shall be solid and all walls and ceilings lathed with first quality spruce or hemlock lath, with broken joints every 18 inches properly spaced to receive King's Windsor or equal cement plaster according to manufacturer's printed directions. No lath shall be run vertically or behind any partitions. Lath shall be plastered over with two coats of King's Windsor cement or equal, and finished with one coat of white mortar trowelled down to a fine smooth surface of even color and out of wind. Plastering shall be brought up level with 3-4 inch grounds.

(145) All trim to be painted shall be No. 1 pine, 7-8 x 4 1-2 inches without moulding. Bases shall be 8 inches high. Over the base, between the base and the floor and around all standing trim 3-4 inch one-half round moulding shall be set against the wall.

(146) All doors except the front door shall be of first quality No. 1 white pine, four panel stock doors. Outside doors shall be 2 inches thick, inside doors 1 3-4 inches. The front door shall be glazed as shown. All sash not otherwise specified shall be double hung. Sash shall be of No. 1 white pine 1 1-2 inches thick, glazed with double

Doors.

thick American glass. The cellar sash shall be hinged at the top. The bathroom sash shall open out.

(147) Oak saddles shall be placed under all doors.

(148) Picture moulding of 1 1-2 inch stock shall be placed around all rooms, except the kitchen.

Stairs.

(149) The main stairs shall be of southern pine. The base along wall shall be rebated into treads, risers and platforms. The treads shall be ploughed into the risers and the risers into the treads. The balusters shall be dovetailed into the treads. Balusters and newel shall be of turned stock.

(150) The cellar stairs shall have no risers, and a plain hand rail shall be provided for cellar stairs.

(151) A dresser shall be built in pantry with sliding glass doors and shelves, these to be above an open counter shelf fitted with drawers and lockers below. Shelves shall be placed on the left of sink. Drip and splash boards of ash shall be fitted up around the sinks.

(152) Each bedroom closet to have one shelf and hook strip shall be built in each bedroom closet.

Hardware.

(153) All hardware necessary to make the work complete in every detail shall be provided. This shall be of strong durable character. Three tumbler mortised steel locks shall be fitted on the doors. The front door shall have a cylinder lock. Doors shall be hung on 5-knuckle steel bushed loose pin butts, 1-1-2 pairs being used on outside doors.

(154) Fitch sash locks shall be used for all double hung sash. Brass wire hooks shall be provided and placed in all bedroom closets.

Painting.

(155) All interior and exterior woodwork not otherwise specified shall be primed and all nail holes puttied, knots killed with shellac, and given two coats of Atlantic White Lead and Linseed Oil. The colors shall be selected by the Engineer.

(156) All floors shall be given a coat of linseed oil as soon as finished by the carpenter, and the first floor, except in the kitchen, shall be finished with two coats of hard oil finish.

Chimneys.

(157) The flues shall be lined throughout with tile flue pipe. A thimble shall be cut in for the kitchen which shall project one inch beyond the face of the plaster. No woodwork shall come within 4 inches of any flue.

(158) The fireplace breast in the hall shall be of concrete, with the surface brought to a smooth finish. A mantel shelf shall be formed in the concrete five feet above the floor, three inches thick, projecting two feet.

(159) In the fireplace a No. 1 Oliver pattern Ventilating Grate No. 31 design, or its equal, shall be set, which shall also be provided with one register, set 3 feet 6 inches above the floor of the dining room, grate to be as made by E. A. Jackson & Co., No. 50 Beekman St., N. Y. City, or approved equal.

Plumbing.

(160) The Contractor shall supply and set with all the necessary connections and fittings the following list of fixtures, as manufactured by the Standard Mfg. Co. or equal:

- One (1) 4 1-2 foot Perfecto tub complete as shown on Plate p. 101
- One (1) 18 x 24 inch lavatory complete, as described in Plate p. 513
- One (1) two-section laundry tray complete as described in Plate p. 1292

(161) Also the following manufactured by J. L. Mott Iron Works Co. or equal:

One (1) glazed earthenware Siphon jet water closet with low down polished ash tank and seat, nickel plated fittings.

One (1) plain black iron 20 x 30 inch kitchen sink with open strainer, brass faucets, S trap and cleanout.

One (1) 16 x 24 inch tin planished copper sink.

One (1) zinc-lined wooden tank with a capacity of 200 gallons with overflow and supply connections.

(162) Also the following, manufactured by the Richardson & Boynton Co. or equal:

One (1) single oven "Perfect" range with water-back and plate shelf.

One (1) 30-gallon galvanized iron hot water boiler. The boiler shall be hung over the range by heavy iron straps attached to the floor beams.

(163) A ventilating thimble shall be provided where the pipe passes through the partition and the walls shall be lined with good quality and weight asbestos paper and covered with zinc at the back and sides of the range.

(164) For waste and vent lines standard cast iron pipe shall be used. All joints shall be properly caulked. For hot and cold water supply, galvanized wrought iron pipe screw fittings. Pipes shall be run so as to avoid trapping and an outside hose connection shall be placed near the entrance porch. The bringing to the building of the water supply is not included in this contract, but the Contractor shall make the necessary connections to it and make all connections with fixtures.

Material for Piping

(165) All workmanship and materials shall be of the best and the work shall be gas and water tight and to the satisfaction of the Engineer.

Best Workmanship and Materials.

(166) The Contractor shall lay the 4 inch soil pipe to a point not exceeding 125 feet from the outside of the wall.

(167) Compensation for dwelling shall cover all materials and work necessary to build the house complete as shown on the plans and as herein specified and shall be the lump sum bid therefor.

Compensation for Dwelling.

ITEM 15.

APPURTENANCES.

(168) Schedules of appurtenances are shown on Sheet No. 55 of the plans. The weights given are approximate only and reasonable variations from them may be expected and no additional compensation allowed on that account.

(169) The Contractor shall haul, store, place and connect the following appurtenances which will be furnished by the Board at the Railway freight station or yards at Mittineague or Feeding Hills, Mass.: All pipes,

gate-valves, sluice-gates and thimbles, extension stems, floor bushings, brackets, floor stands and other appurtenances for operating the gates, as shown on the plans, and all castings for manholes on the reservoir and division wall.

Pipe and Gates

(170) The work consists in laying and placing the pipes and gates in the work in a complete and workmanlike manner.

(171) All of the flange pipe and flange gates have been ordered with holes drilled to correspond.

(172) The Contractor shall cut all pipe that may be necessary in a manner satisfactory to the Engineer.

(173) Proper and suitable tools and appliances for the safe and convenient handling and laying of all pipes shall be used. Great care shall be taken to prevent the pipe coating from being damaged, particularly on the inside of the pipes. The pipes shall be thoroughly cleaned before being laid, and when laid shall conform to the lines and grades given by the Engineer. Each length of pipe shall be laid upon blocking, two blocks being provided when required for each length. The blocking shall be of sound planks, three inches thick, ten inches wide, and of a length equal to the diameter of the pipe. Wedges 12 inches long of 4 x 4 inch, shall be placed on the blocking to hold the pipe in position. The blocks shall be bedded level across the bottom of the trench, and when any block has been sunk too deep, additional blocking shall be placed to bring the pipe to the required grade.

Joints.

(174) For the lead joints the spigots shall be adjusted in the bells so as to give a uniform space for the joint, which shall be made with twisted or braided hemp packing and soft pig lead. The packing shall be thoroughly driven into the bells so as to leave a space for the lead at least two inches in depth. The melting pot shall be kept near the joint to be poured, and dross shall not be allowed to accumulate in the pot. The joint shall be thoroughly caulked by competent mechanics, the caulking to be done in such a manner as to secure a tight joint without overstraining the iron of the bell.

(175) The Contractor shall furnish and deliver on the ground and place in the work the following materials:

Ladders

(176) Steel ladders for the inlet and outlet gate houses. They shall be of a strong neat design and securely fastened into the concrete.

(177) Steel stairs, pipes, railings, steel platforms for the inlet gate house, and steel door sills for both inlet and outlet gate houses. All shall be securely fastened into the concrete. Steel I beams holding stop planks in both inlet and outlet gate houses which shall be imbedded in the concrete as shown.

Compensation for Appurtenances.

(178) Compensation for appurtenances shall cover all the material and labor above specified and shall include the extra labor upon the masonry because of the structures placed in it, and all expenses connected therewith and shall be the lump sum bid therefor.

GENERAL CLAUSES.

(179) The Contractor agrees that the estimated quantities in the "Notice to Contractors" are only for the purpose of comparing on a uniform basis the bids offered for the work under this contract, and he further agrees that he is satisfied with and will at no time dispute the said estimated quantities as a means of comparing the bids aforesaid; that he will make no claim for anticipated profits or for loss of profit because of a difference between the quantities of the various classes of work actually done or of the material actually furnished and the said estimated quantities; and he agrees that neither the parties of the first part, nor the Board, or any of them, are held responsible if in the construction of the work any of the said estimated quantities should be found to be not even approximately correct.

Estimated Quantities only for the Purpose of Compensation.

(180) The Contractor agrees to perform all the work contracted for, as specified in this contract, but any alteration in the form, dimensions, location or manner of doing the work, ordered in writing by the Engineer shall be made as directed, and when the several quantities of work, or any of them, from this or any other cause shall be increased beyond the amount or amounts exhibited at the time of letting this contract, such increase shall be paid for at the rates herein provided for the same class of work; and whenever the several quantities of work, or any of them, shall in any respect, from this or any other cause, be diminished below the amount or amounts exhibited at the time of letting this contract, the Contractor agrees to perform the remaining work at the prices stipulated in this contract, and to make no claim for damages in consequence of such increase or diminution.

Alterations.

(181) The Contractor shall commence the work herein contracted to be done on the ground within thirty days from the date of the award of this contract.

Work to be Begun.

(182) The whole work covered by this contract shall be completed and ready for use in every respect on or before October 1, 1909.

(183) If at any time before the commencement, or during the progress of the work, the methods and appliances used or to be used appear to the Engineer to be inefficient or inappropriate for securing the quality of work required or the said rate of progress, he may order the Contractor to increase their efficiency or to improve their character, and the Contractor shall conform to such order; but the failure of the Engineer to demand an increase of such efficiency or improvement in character shall not relieve the Contractor from his obligation to secure the quality of work and the rate of progress established in the specifications.

Proper Methods and Appliances to be Used.

(184) All materials furnished under this agreement, unless otherwise provided, shall be the best of their respective kinds, and all the work contemplated and described in this agreement, and the specifications forming a part thereof, shall be done in a good and workmanlike manner, to the satisfaction of the Engineer, and he shall have the right to correct any errors or omissions in the contract or specifications when

Workmanship and Materials.

Explosives.

such corrections are necessary for the proper fulfillment of their intention. The action of such corrections shall date from the time that the Engineer gives due notice thereof, and any alterations in the work, rendered necessary thereby, shall be made as directed.

(185) Explosives in proper quantities shall be stored in a secure and approved manner, and only at approved places, and as allowed by the laws of Massachusetts. They shall be handled with care and shall be at all times under special charge of a competent watchman.

(186) This contract, and the specifications herein contained, and the plans herein referred to, may be modified and changed from time to time as may be agreed in writing between the parties hereto, in a manner not materially affecting the substance thereof or materially changing the price to be paid, in order to carry out and complete more fully and perfectly the work herein agreed to be done and performed.

Plans and Specifications.

(187) The plans and specifications are intended to be explanatory of each other, but should any discrepancy appear, or any misunderstanding arise, as to the import of anything contained in either, the explanation of the Engineer shall be final and binding on the Contractor, and all directions and explanations required, alluded to, or necessary to complete any of the provisions of such specifications and give them due effect, will be given by the Engineer.

Access to Work.

(188) The Contractor shall permit the Engineer and his assistants and persons designated by him or them, and other representatives of the Board, to enter upon the work at all times and places, and to give lines and grades, and to measure and inspect the work or materials, and shall provide safe and proper facilities therefor and such samples as may be required. The Contractor shall notify the Engineer, at a reasonable time in advance, of the starting of any new class of work. In case any work is to be done at night, the Contractor shall give notice to the Engineer, at least two days before such work is started. Only such classes of work shall be done at night as can be properly inspected, and adequate light and facilities for inspection shall be supplied. The Contractor will not, however, be thereby relieved of his obligation to supervise the work and to fulfill in every respect his contract. If the inspector should be absent or negligent, or should consent to the allowance of inferior work, the Contractor will not be thereby excused from repairing the work and removing faulty materials at his own cost. The Contractor shall at all times furnish the Engineer reasonable notice for the purpose of inspecting the materials furnished and the work done under this agreement.

Winter Work.

(189) No concrete shall be placed or other work done which is subject to damage by frost during the winter months, between December 1st and April 1st, and thereafter until the frost is out of the ground; and the Contractor shall repair and replace and make good all work damaged by frost because of its being left in an incomplete condition during the winter months.

Lines and Grades.

(190) All lines and grades will be given by the Engineer, but the Con-

tractor shall provide such material and give such assistance therefor as may be required by the Engineer, and the marks so given shall be carefully preserved.

(191) And the said Contractors covenant and agree that in the employment of mechanics and laborers in the performance of this contract preference should be given to Citizens of the Commonwealth, and if they cannot be had in sufficient numbers, then to Citizens of the United States.

Laws and Ordinances

(192) Said Contractors further covenant and agree that no laborer, workman or mechanic working within this Commonwealth in the employ of said Contractors, a sub-contractor, or other person, doing or contracting to do the whole or a part of the work contemplated by this contract shall be requested or required to work more than eight hours in any one calendar day.

(193) Suitable and satisfactory buildings shall be provided by the Contractor for the housing, feeding and sanitary necessities of the men, and suitable stabling for the animals employed upon the work. Such buildings shall be located at approved places.

Buildings.

(194) On or before the completion of the work the Contractor shall, excepting as otherwise expressly directed or permitted in writing, tear down and remove all temporary buildings and structures built by him; and all rubbish of all kinds from the grounds which he has occupied, and shall leave the spoil banks and all other parts of the grounds, which may have been affected by his operations, in a neat and satisfactory condition.

Remove Buildings.

(195) The Contractor shall provide at places approved by the Engineer suitable and sufficient sanitary conveniences for the use of all workmen employed upon this work and they shall be exclusively used by all workmen. Should polluting material be deposited in the reservoir, or in any part of the work, the Contractor shall at once clear up the material to the satisfaction of the Engineer. Any workman making such pollution shall be forthwith discharged and not again employed upon the work.

Sanitary Conveniences.

(196) The Contractor shall employ only competent and skillful men to do the work, and whenever the Engineer shall inform him that any man on the work is, in his opinion, incompetent, unfaithful or disorderly, or uses threatening or abusive language to any official having supervision of the work, such man shall be discharged from the work and shall not again be employed on it except with the consent of the Engineer.

Competent Men.

(197) Within twenty days from the expiration of each month in which work herein contracted for shall have been prosecuted according to the terms and conditions of this contract, the City will pay therefor ninety per cent. of the amount due for the work done and performed during the preceding month, based upon the Engineer's estimates for said work and upon the approval of the Board; but if at any time after such payments have been made it shall be found that any of the work included in the estimates on which such payments have been made had been performed in an unworkmanlike manner or contrary to these specifications, the Engineer

Partial Payments.

shall direct the Contractor to take down and rebuild such work in the manner required by the specifications, and no further payments on this contract shall be made until such directions have been in all respects complied with.

Prices.

(198) The City agrees to pay, and the Contractor agrees to receive, the prices specified in the proposal submitted by him and hereinafter set forth, as full compensation for furnishing all the materials called for, not found in the work, and for all labor and use of tools and other implements necessary for executing the work contemplated in this contract; also for all loss or damage arising out of the nature of the work, or from the action of the elements or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the work, and for all reasons of every description connected therewith; also for all expense incurred by and in consequence of the suspension or discontinuance of said work as herein specified, and for well and faithfully completing the work, and the whole thereof, according to the plans and specifications and requirements of the Engineer under them, which said prices are as follows, to wit:

Item 1: For building roadway, the sum ofdollars andcents (\$.....) per lineal foot.

Item 2: For earth excavation, the sum ofdollars andcents (\$.....) per cubic yard.

Item 3: For rock excavation, the sum ofdollars andcents (\$.....) per cubic yard.

Item 4: For rolled embankment, the sum ofdollars andcents (\$.....) per cubic yard.

Item 5: For crusher run, the sum ofdollars andcents (\$.....) per cubic yard.

Item 6: For rock fill, the sum ofdollars andcents (\$.....) per cubic yard.

Item 7: For earth fill, the sum ofdollars andcents (\$.....) per cubic yard.

Item 8: For concrete masonry for filling, the sum ofdollars andcents (\$.....) per cubic yard.

Item 9: For concrete masonry in piers and vaulting, the sum ofdollars andcents (\$.....) per cubic yard.

Item 10: For concrete masonry in walls, the sum ofdollars andcents (\$.....) per cubic yard.

Item 11: For all other concrete masonry, the sum ofdollars andcents (\$.....) per cubic yard.

Item 12: For steel reinforcing, the sum ofdollars andcents (\$.....) per pound.

Item 13: For inlet and outlet gate-houses, the lump sum ofdollars andcents (\$.....)

Item 14: For Dwelling, the lump sum ofdollars andcents (\$.....)

Item 15: For appurtenances, the lump sumdollars andcents (\$.....)

(199) For extra work or materials, if any, as specified under Article 203, the reasonable cost of the work or materials, as agreed or as determined by the Engineer, plus ten (10) per cent of such cost.

Extra Work.

(200) Ten per cent of the value of the work done and materials furnished under this contract, at the contract prices thereof, shall be reserved by the City until the whole work, which is the subject of this contract, shall be fully and entirely completed.

Ten Per Cent Reserved.

(201) The Contractor agrees to make all the needed repairs on the said work during a period of one year after its final completion and he agrees that the Board is authorized to retain out of the moneys payable to him under this agreement the sum of two per cent. on the amount of the contract, and to expend the same, or as much thereof as may be required, in making the aforesaid repairs to the satisfaction of the Engineer, if within ten days after the delivery or mailing of a notice in writing to the Contractor or his agents, they shall neglect to make the aforesaid needed repairs; provided, however, that in case of an emergency, where in the opinion of the Engineer, delay would cause serious loss or damage, the Board may make repairs without previous notice and at the expense of the Contractor.

Repairs.

(202) It is agreed that the Engineer shall, in all cases, determine the amount or quantity of the several kinds of work which are to be paid for under this contract and the amount of compensation to be paid therefor, which compensation shall be at the rates agreed upon for the items of work, herein specified, or a just and reasonable price for necessary extra work done, directed and ordered pursuant to this contract and not otherwise provided for, and shall, within thirty days after the work shall in all respects have been completed according to the terms and conditions of this contract, present a final account and estimate of the same to the Board, who shall review and, when satisfactory, approve the same, and the city shall pay the entire sum so found to be due hereunder after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained, under the provisions of this contract. All prior estimates and payments shall be subject to correction in the final account and payment.

Final Account.

(203) The Contractor shall do any work not herein otherwise provided for which may be necessary for the proper completion of the work, if required, but no such work shall be allowed or paid for except upon a written order signed by the Engineer and countersigned by the Chairman of the Water Board, at prices agreed upon and stated in said order or in the absence of such agreement at cost with ten per cent. added and there shall be no claim for extra work or materials or articles or for damages sustained except under this article.

Extra Work.

(204) The Contractor shall, before the tenth day of the month succeeding that in which any extra work is done or materials furnished, file with the Engineer and with the Board a claim for such damage or extra work or materials, with the order, or a copy thereof, on which such work or materials were furnished. In case the Contractor fails to so

Account for Work.

Contractor to Give
His Personal Attention.

file such a claim for such extra work done or materials furnished, he shall have no claim for compensation for the same against said city.

(205) The Contractor shall give his personal attention constantly to the faithful prosecution of the work, and shall not assign, sublet or transfer, to any person or persons, this contract, or any of the work hereby agreed to be performed, or any of the moneys falling due or to become due under this contract; and shall not issue any orders or drafts on the City for any moneys due or grow due under this contract; unless by and with the consent of the Board, first duly had and obtained by resolution entered upon the minutes of the Board; and agrees that no person other than the party signing this agreement as Contractor shall have any claim thereunder; and that when he is not personally present on the work he shall at all times be represented by a foreman or agent who shall be competent to receive all instructions or orders given under this contract, and who shall be the legal representative of the Contractor.

Responsibility for
the Work.

(206) The Contractor shall be held responsible for any or all materials or work done to the full amount of all payments made thereon, and he will be required to make good at his own cost any injury or damage which said materials or work may sustain from any sources or cause whatever before the final acceptance thereof.

Conditions under
which Board May
Complete Work.

(207) If the work to be done under this contract shall be abandoned, or if the contract shall be sublet, or the contract or any claim thereunder shall be assigned by the Contractor, or if at any time the Engineer shall be of the opinion, and shall so certify in writing to the Board, that the conditions specified as to the rate of progress are not fulfilled, or that the work or any part thereof is unnecessarily delayed or that the Contractor is violating any of the provisions of this contract, the Board may notify the Contractor to fulfill the conditions of the contract; and should the Contractor fail to comply with said notice within three days, the Board may notify the Contractor to discontinue all work, or any part thereof, and thereupon the Contractor shall discontinue said work, or said part thereof, as the Board may designate, and the City may thereupon, by contract or otherwise, as it may determine, complete the work or such part thereof and charge the expenses thereof to the Contractor, and may take possession of and use therein such materials, animals, machinery, implements and tools of every description as may be found upon the work. The expense so incurred shall be deducted and paid by the City out of any moneys then due or to become due the Contractor under this contract, or any part thereof, and in case such expense is less than the sum which would have been payable under this contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the latter sum, the Contractor shall pay the amount of such excess to the City.

Stipulated Damages

(208) If the Contractor fails to fully and entirely complete and finish the work in conformity to the terms and provisions of these specifica-

tions and this contract within the time hereinbefore specified, he shall pay to the City of Springfield, Mass., the sum of fifty dollars (\$50.) for each and every day thereafter including Sundays and Holidays that the finishing of the contract is delayed, which sum shall be construed as stipulated and liquidated damages and not as a penalty, and shall be deducted from the amount due by the terms of the contract; provided, however, that in the case of justifiable delay, the Board shall have the right to extend the time for the completion of said work, with or without the remission of the above mentioned sum agreed upon as stipulated and liquidated damages, during the time of said extension, but no extension of time for any reason beyond the time fixed herein for the completion of the work, nor the doing of any part of the work called for by this contract, shall be deemed to be a waiver by the said Board of the right to abrogate this contract for abandonment or delay. And if the Contractor shall fully complete the same before the time specified, he shall receive an extra or additional payment of twenty-five dollars (\$25.) for each and every day that his work is so finished before the time specified.

(209) In case of any neglect or refusal on the part of the Contractor to perform the whole of the work, or furnish all the materials or complete the entire work within the time herein specified therefor (unless such time has been extended as aforesaid), so that such neglect or refusal may be construed as an abandonment of the work on this contract, then, and in that event, the Contractor in every such case shall forfeit all right or claim for any compensation whatsoever for any part of such work which may have been so performed by him, or any materials which may have been so furnished under and in pursuance of this agreement, in addition to the damages for which he shall be liable to the City on account of any injury sustained by said City arising from the neglect or default of the said Contractor in respect to said work, and the City shall not be in any manner liable therefor.

Abandonment of Work.

(210) The Engineer of the Board has the power, at any time, to suspend the execution of the work under this contract, and the Board shall have power to continue such suspension, and in its discretion, to vacate this contract, either for a neglect or refusal to proceed with the work, or for a violation of any or either of the covenants, terms, conditions and provisions of this contract, without rendering the said Board or City liable for any damages therefor, and without in any degree affecting any liability upon the bond given, by or on behalf of the Contractor thereto.

Suspension of Work.

(211) The Contractors agree to furnish sufficient security by bond or otherwise to be approved by the board for payment by the Contractors and sub-contractors for labor performed, or furnished, and for materials used in said construction in accordance with the provisions of the Acts of Massachusetts of 1904, Chapter 349.

Liens.

(212) The Board of Water Commissioners and the City of Springfield, Mass., shall be held blameless for any damage to person or property arising from neglect on the part of the Contractor, or those in his em-

Indemnity.

ploy. The Contractor expressly covenants and agrees that, in the event of any damage resulting from the work as it progresses, or from any matter or thing connected therewith or arising therefrom to any person or property, he will pay and liquidate the same at his own expense, and assume the liability therefor; and in the event of any action or actions being brought against the Board of Water Commissioners or the City of Springfield, Mass., by reason of, or on account of, or growing out of said work or its construction, or anything connected therewith, the Contractor will, at his own expense, defend the same, and will pay any judgment recovered therein and will, in all respects, fully indemnify and save harmless the said Board of Water Commissioners and the said City, its officers, agents and representatives, from any and all cost, expense, payment or judgment, to be recovered or incurred in such action or actions; and the City shall have the right to retain from the contract price such sum as shall enable it to pay the amount of any claim for damages resulting from any such accident, and the cost and disbursements of any suit brought against the Board or said City therefor, until the validity of any such claim shall be established, and finally determined, and, if established and finally determined, the same shall be paid from the amount so retained; otherwise such amount shall be paid over to the Contractor.

Patent Rights.

(213) The Contractor stipulates, covenants and agrees for himself, his heirs, executors, administrators, successors and assigns, that he has the right, power, authority and license to furnish all said materials and do all the work in said specifications as hereinbefore described, and that he and his heirs, executors and administrators, successors and assigns, will, at his and their own cost and charge, defend any and all actions or proceedings that may be brought against the party of the first part, the City of Springfield, Mass., for infringement of patent rights, by reason of the use of any such materials or articles furnished or work done as aforesaid; and that he and they will indemnify and save harmless the said Board of Water Commissioners and the said City of Springfield, Mass., from any judgment that may be recovered against them or either of them for infringement of patents or patent rights by reason of the use of said articles or materials for the doing of said work as aforesaid.

Board not Estopped

(214) It is agreed and understood by and between the parties hereto that the City, its successors and assigns, shall not be precluded or estopped by any return or certificate made or given by the Engineer, inspector or other officer, agent or appointee of the Board, under or in pursuance of anything in this agreement contained, from at any time showing failure of performance of any or either of the conditions of this contract, or the true and corrected amount and character of the work which shall have been done, and materials which shall have been furnished by the Contractor, or any person or persons under this agreement, nor from at any and all times withholding payment of the several sums herein specified until the Contractor, when thereunto required on

behalf of the Board, shall make and furnish sufficient and independent proof of the quantity and quality of the work and materials done and furnished under this agreement.

IN WITNESS WHEREOF, the said parties of the first part have hereunto, and to two other original agreements, of like tenor and date, set their corporate seal, and have caused the same to be signed by a majority of the said Water Commissioners of the City of Springfield, and the party of the second part have hereunto, and the two other original agreements of like tenor, and date, set their hands and seals, the day and year first above written.

The foregoing petition was entered on the third day of June, in the year of our Lord one thousand nine hundred and eight, when the said petitioner filed its said plans and specifications of its proposed work, which were duly approved, and the Commissioners having inspected the work during its progress and it appearing that said plans and specifications have been faithfully adhered to, it is ordered that the same be recorded.

Springfield, Mass.,

November 3rd, 1909.

Chas. C. Spellman	)	County
J. M. Sickman	)	Commissioners
Wm. H. Porter)	

Commonwealth of Massachusetts.

Hampden, ss:

To the Honorable Board of County Commissioners for the County of Hampden:-

Respectfully represents your petitioners that common convenience and necessity require that a new highway be laid out in the town of Tolland in said County of Hampden, as follows, viz: beginning at the westerly end of the present County road, leading westerly from the old Bennett E. Moore farm, at or near the house formerly occupied by Wellington F. Hale, and to the town brook thence running westerly over land belonging to the Tunxis Club to the waters of a large pond, called the Noyes pond, belonging to the Commonwealth of Massachusetts, a distance of about twenty rods.

Wherefore your petitioners pray your Honorable Board to lay out a new highway over the route above described.

Clarence E. Deming and others, Petitioners.

The foregoing petition was entered at a meeting of the County Commissioners holden at Springfield within and for said County on the fourth Tuesday of June, in the year of our Lord one thousand nine hundred and eight, when the Commissioners appointed a place and time for a hearing, and a direct notice of the same to be given, and it was continued from meeting to meeting to this meeting, and now it is ordered that said

Clarence E. Deming
et als. Petitioners
for a new highway
in Tolland from
County Road to
Noyes pond.

petition be dismissed without prejudice.

City of Springfield, Petitioner to build a dam & reservoir to be known as Borden Brook dam and reservoir.

Contract #5.

13.

Kind of Work.

Location.

Plans.

Structures.

Overflow.

Clearing Reservoir

Outlet.

To the Honorable Board of County Commissioners, Hampden County, Massachusetts.

Gentlemen:

The City of Springfield respectfully requests authority to build a dam and reservoir to be known as the Borden Brook Dam and Reservoir in accordance with the plans and specifications which are hereto annexed and made a part of this petition.
Dated November 14, 1908.

City of Springfield

By F. G. Wooden,
City Solicitor.

SPECIFICATIONS.

(1) The work to be done consists of furnishing all materials not expressly stated to be furnished by the Board, and of performing all labor required for the construction of a reservoir and all appurtenances upon the property of the Board in the towns of Blandford and Granville, 14 miles more or less by highway from the Railway Station in Westfield.

(2) The entire work and its location are shown on a set of eight plans, numbering 1 to 8, and signed by Allen Hazen, Consulting Engineer, and also by the Board of Water Commissioners, and by its Engineer, and dated November 9, 1908, copies of which are filed in the office of the Board of Water Commissioners, and small printed copies of which are attached hereto and made a part of this document. These plans show only the general character of the work, and during its progress such working plans will be furnished by the Engineer as he may deem necessary.

GENERAL DESCRIPTION OF THE WORK.

(3) The dam is to consist of an earthen embankment, with concrete and puddle corewall cut into the bottom and sides, with a masonry culvert through the bottom, and a gate house and outlets for drawing water, and with a roadway on top. An overflow is to be cut on the south bank of the stream at a little distance from the dam, and the material obtained in excavating the overflow is to be used in building the embankment. The rest of the material for the embankment is to be obtained from borrow pits.

(4) The overflow will be furnished with a concrete weir, combined with a highway bridge. A measuring weir is to be built on the main stream below the dam. A marginal road is to be built entirely around the proposed reservoir, with concrete culverts and bridges as needed.

(5) The whole area to be flooded, and extending to a point three feet vertically above the flow line, is to be cleared and cleaned preparatory to flooding.

(6) The general order of constructing the work is to be as follows:

The permanent outlet tunnel is to be first built, with foundations for the gate house. A substantial coffer dam is to then be built across the present channel of the brook, diverting the flow through the permanent outlet.

(7) The entire site of the dam is to be cleared and grubbed and the soil excavated and piled up for finishing the dam.

(8) A concrete corewall is to be built across the central part of the valley, extending to and cut a little way into rock to make a sure connection with it. This wall is to be carried in general to points where the ledge is ten feet below the present surface of the ground. Beyond this point a trench will be cut in the natural material, having a bottom width of about ten feet to permit a steam roller to enter it when it is backfilled, and cut from five to fifteen feet into the original material, depending upon how hard that material proves to be, and cut farther if the Engineer requires it, and with slopes of from one horizontal to two vertical. All material obtained in excavating this trench can be used in the body of the dam.

Concrete Corewall.

(9) Upon the foundation thus prepared is to be built an embankment of mixed clay and gravel rolled in layers. The material in the middle part of the dam is to be a mixture of clay and gravel, and the quality of this material will be rigidly insisted upon. Other parts of the dam may be made of the same material or of any gravelly material which can be satisfactorily rolled.

Embankment.

(10) As the embankment proceeds the concrete of the gate house foundation is to be carried up from time to time.

(11) The excavation for the wasteway is to be made first, and the material used in the body of the dam. Excavation shall be made approximately at the lines and to the dimensions shown, but in case ledge is found to be otherwise than it is now believed to be from the test pits thus far dug, such modifications in the location or design of the waste-way structures shall be made as required by the Engineer.

Wasteway Excavation made first.

(12) The marginal road and all bridges and connections shall be complete before the roads which they replace cease to be conveniently passable.

Road.

(13) Minor parts of the work are to be built as convenient in connection with the main work.

(14) When all the work to be done under this contract is otherwise completed, the gates and connecting pipes at the bottom of the gate chamber shall be set in concrete, and made water-tight.

ITEM 1

EARTH EXCAVATION.

(15) The Contractor shall excavate and remove surface soil from the site of the dam, and shall pile it up compactly at a convenient place for subsequent use.

(16) All roots and stumps shall be removed or burned.

(17) The Contractor shall excavate all further material under the site of the dam required by the Engineer, and shall excavate for the concrete

Unauthorized Ex-
cavation.

Drainage

Disposal of Mater-
ial.

Stones for Paving.

Waste Dumps.

Compensation.

How Classified.

Boulders .

cut-off wall, outlet culvert, gate house, measuring weir, bridges, culverts, and all other structures required in the execution of the work.

(18) In case the excavation at any point is carried beyond the lines and grades given by the Engineer, the Contractor shall, at his own expense, refill such unauthorized depth or width of cut with such materials as may be directed for insuring the stability of the various structures.

(19) The Contractor shall provide suitable drainage, and shall remove all water promptly from all excavations, and keep them dry while work is being prosecuted and until its completion.

(20) The work to be done under this item shall not include excavation for the puddle corewall, nor any other excavation within the limits of the site of the dam where the material is excavated with a face not less than 3 feet deep, and to a width of not less than 10 feet, and where the material may be directly used in forming the dam, all such excavation being included in Item 3.

(21) The excavation for the spillway is to be used in building the dam and will not be paid for as earth excavation; except that the soil, or any part thereof, and all stones not permitted to be used in the construction of the dam and any other unsuitable material excluded by the Engineer, shall be measured in place if possible and otherwise in such manner as the Engineer shall determine, and shall be estimated as earth excavation. All materials so estimated shall be neatly piled in waste dumps, as the Engineer directs, within a distance of 800 feet of the point of excavation.

(22) Any stones afterwards used by the Contractor in paving or for any other purpose in construction taken from these waste-dumps shall not be estimated as earth excavation and correction for material so used shall be made in the final estimate.

(23) The waste-dumps for the stones shall be placed especially on the sides of the bottom of the spillway near the lower end, and on the ground below the end of the spillway and between it and Borden Brook, and the excavation at this point may be required to be carried to a greater depth than shown to leave space for refilling with these stones.

(24) The price bid per cubic yard shall be compensation for all work and material required, for the earth excavation done under this item, and for protecting the excavation from water and from caving in until the completion of the structures to be constructed therein, and for disposing of the excavated material.

ITEM 2.

ROCK EXCAVATION.

(25) After the earth has been removed the rock shall be excavated to the lines and grades required for the respective structures. All solid ledge and all boulders measuring more than one cubic yard shall be paid for as rock excavation.

(26) Boulders measuring more than one cubic yard encountered in the excavation for the waste overflow shall be estimated under this item, as

the Contractor will be required to remove them beyond the limits of the said wasteway, and deposit them at points allowed by the Engineer. Boulders in borrow pits shall not be estimated under this item.

(27) Wherever masonry is built upon rock foundation the Engineer may require the Contractor to remove loose rock at the surface and drill into and blast out some of the solid rock to leave a rough, irregular surface for the concrete to rest upon, and all material so excavated and removed shall be estimated as "rock excavation." Foundations.

(28) In excavating for the cutoff wall it is not the intention to go into hard rock for any considerable distance, but soft or inferior rock shall be removed to the extent required by the Engineer, and in hard rock holes shall be drilled and blasted and the material removed to the extent required by the Engineer, to leave the bottom in a rough and irregular shape, so that the cutoff wall will make a secure and tight bond with it. Cutoff Wall.

(29) In case seams are disclosed in the foundation, such excavation as the Engineer shall require shall be made to secure substantial and tight work. Seams in Foundation

(30) The quantity of excavation for the cutoff wall paid for shall be the actual quantity of material removed as directed by the Engineer.

(31) The price bid per cubic yard shall be compensation for excavating all rock, and for depositing the material as specified for general excavation. Compensation

ITEM 3.

EMBANKMENT INCLUDING PUDDLE COREWALL.

(32) The surface of the entire area to be covered by rolled embankment, after stripping and excavating it to such depth as shall be required, shall be left in a rough, loose condition. On sloping surfaces the excavation shall be made in steps. After the foundation is thus prepared, and after the culvert through the base of the dam is made and cutoff wall built, rolled embankment shall be placed to form the dam. Foundation.

(33) The material for building embankment shall be obtained first from excavation for the dam and wasteway, and afterward from borrow pits. Material.

(34) The excavation for the waste overflow as shown on the plans is about 50,000 cubic yards, but should rock be found elsewhere than is now anticipated the Board reserves the right to change the location of the waste overflow or any part thereof, and to increase the amount of excavation required in making it. Location of Overflow.

(35) After the waste overflow is completed the borrow pit marked on the plans "Borrow Pit No. 1" immediately adjacent to and connecting with the waste overflow shall be excavated, and this shall be used until the total amount of material excavated from the wasteway, and from Borrow Pit No. 1 shall amount to 80,000 cubic yards in all, and until the dam is completed to about Elevation 1045. Thereafter the Contractor may continue to use Borrow Pit No. 1. or any other borrow pits within the area to be flooded, or he may open a borrow pit as shown on the plans as "Borrow Pit No. 2" on the north side of the dam and above Elevation 1080, and may complete the dam from it. Borrow Pits.

Quality of Material.

Spillway.

Unsuitable Material.

Spreading.

Puddle Corewall.

(36) In working Borrow Pit No. 1 or any other borrow pits within the area to be flooded, the Contractor shall not go nearer to the dam than the line shown on the plans, nor shall excavation be carried at any point to where the slope to any road or structure is steeper than one vertical to four horizontal, unless there is ledge between.

(37) In working borrow pits any material unsuitable as to quality shall be left when directed by the Engineer, and the position of digging shall be changed if necessary to secure material complying with these specifications. The Board, however, guarantees that material suitable for all parts of the rolled embankment can be obtained within 1200 feet of the gate house in the center of the dam.

(38) The excavation for the trench for the puddle corewall shall be made to the lines and grades given by the Engineer, and the material obtained in the excavation may be used at once in the formation of the dam.

(39) The excavation for the spillway shall be made as shown by the plans and as directed by the Engineer, and shall be cut accurately to the lines on the sides and bottom, and left at even grades. In certain places, especially near the lower end of the spillway, excavation may be required to an additional depth to leave room for the stones separated from the spillway excavation, and placed as provided under Item 1.

(40) In case ledge is encountered at other places or at other elevations than is now anticipated, the Engineer may change the location and dimensions of the overflow channel, and may require additional excavations to be made to enable the overflow structure to be conveniently located upon rock, and to afford adequate channels for the water above and below it.

(41) It is believed that all material obtained in making these excavations, except stones above the allowable size, may be used in the dam. In case any unsuitable material should be encountered the Engineer may exclude such material from the dam, and in that event all such excluded material shall be paid for as excavation under Item 1, and such material shall be deposited in spoil banks at such locations as the Engineer may direct.

(42) The material shall be spread in the dam in layers not exceeding 4 inches in thickness when finally compacted. In a certain portion of the dam, marked on the plan "puddle corewall", the material shall be a mixture of clay and gravel, rolled to a hard, impervious mass. Material of this quality is present and may be obtained in the immediate neighborhood and material of the best quality available will be rigorously insisted upon for that part of the embankment coming within the lines indicated. For other parts of the embankment the quality of material will be less rigidly insisted upon, and any material rolling readily to a hard, compact mass will be permitted.

(43) The division between the central part of the embankment marked "puddle corewall" and the other parts is to be formed approximately only and in case of a substantial difference in materials, a considerable

mixing through a space of two feet each way from the lines shown will be allowed and required.

(44) The whole of the embankment shall be carried up at the same time with only such slight slopes as are permitted by the Engineer, which slopes shall not be sufficient to interfere with the continuous and proper rolling of all parts of the embankment.

(45) The Contractor shall provide means for wetting the material where required, and such wetting shall be done with fine sprays and in a manner to wet it uniformly throughout, and to the degree required by the Engineer. Such raking and breaking up of the materials, separating of stones, or other work necessary to prepare the material to secure a thoroughly compact homogeneous layer of the specified thickness shall be done before rolling is started. When required, the finished surface shall be wet down to secure a bonding for the succeeding layer.

Wetting.

(46) No material shall be placed in the embankments when in frozen condition, or when the surface or any part of the embankment is frozen.

No frozen Material

(47) All embankments shall be thoroughly rolled with a grooved roller weighing at least ten tons, and at least one and a half tons per lineal foot of roller. The entire roller shall pass over each part of the embankment at least six times to thoroughly compact it. No rolling shall be done when the material is too wet, either from rain or other causes, to properly compact. At such times the work shall be suspended until it has dried out sufficiently to be properly rolled, when the work shall proceed.

Rolling.

(48) All stones greater than six inches in diameter, or so large that their presence interferes in any way with the rolling and compacting of the dike, if that size is found to be less than six inches, shall be excluded from the rolled embankment.

Stones Excluded.

(49) The outside of the embankment shall be carried approximately to such height as will bring the finished structures to the required dimensions, but no attempt shall be made to roll it exactly to line or to grade it up.

(50) Rolled embankments shall be carried around the concrete culvert at the bottom and around the gate house, and shall be rolled firmly against these structures, and in case any points are found which cannot be rolled with a steam roller, material shall be placed in layers and tamped by hand, to make it as compact as possible.

Embankment About Structures.

(51) Compensation for rolled embankment shall include all labor and materials required in securing, excavating, placing, compacting, rolling and finishing the embankments as herein specified.

Compensation.

ITEM 4.

GRAVEL FILL.

(52) On the upper part of the upstream face of the dam, a loose rock or gravel fill shall be laid to the slopes shown.

(53) The material in this fill may be either broken stone or coarse screened gravel, passing a screen with 2 1-2-inch mesh and remaining on a screen with 1-2-inch mesh. The material shall be hard, durable, and

Material.

free from fine particles or material which would tend to fill the voids and prevent rapid draining.

Compensation

(54) The price bid per cubic yard shall be compensation for all work and materials required in securing and placing the gravel fill as specified.

ITEM 5.

TOP SOIL REPLACED.

Work to be Done.

(55) After the rolled embankment is complete the Contractor shall take the top soil obtained from the site of the dam and overflow and shall place the same upon the lower surface of the dam, and any other surfaces to be graded that may be ordered by the Engineer, grading it accurately to line, and grading and bringing the surface to the required dimensions.

Seeding.

(56) The surface of the soil shall be rolled smooth, and shall be seeded with a mixture of approved grass seed and rye. In case the work is completed some season of the year when it cannot be seeded, the surface shall be protected against erosion, and the surface restored and seeded at the earliest date thereafter when the season is favorable for seeding.

Compensation.

(57) Compensation for top soil replaced shall include all labor and materials required for storing, transporting, and placing the soil on the slopes and for holding it in place until it is settled and the grass seed started, and repairing any erosion that there may be before that time, and shall be the price per cubic yard bid therefor.

ITEM 6.

CONCRETE MASONRY.

Work to be Done.

(58) Under this item the Contractor shall build all concrete structures in all parts of the work, including culvert under the main dam, the sub-structure of the gate house extending from rock to the top of the dam, the cutoff wall along the bottom of the dam, all required structures in connection with the overflow and the measuring weirs, and all concrete culverts and bridges required for the roads.

(59) The Contractor shall build any other concrete structures required for the proper completion of the work, not materially different in difficulty and character from those shown on the plans.

(60) The work shall be so arranged that all masonry may be laid between May 1st and November 1st, and no masonry shall be laid under this item during the winter months.

Mixing.

(61) The proportions of mixing concrete shall be:-

1 barrel American Portland cement, weighing 380 pounds net.

11 cubic feet of sand, measured loosely.

19 cubic feet of ballast, measured loosely.

Cement.

(62) The Portland cement shall be made by a manufacturer of established reputation. The brand shall be subject to the approval of the Engineer, and only one brand shall be allowed upon the work, except by special permission of the Engineer.

Packing.

(63) Cement shall be furnished in bags of strong, close duck cloth, and shall, in all cases, be in original packages, suitably branded. Ce-

ment shall be stored in a suitable house provided by the Contractor for the purpose, near the concrete mixer or mixers. The house shall be sufficiently large so that the different lots of cement can be kept separately and readily accessible, and no cement shall be used that has not been in the storehouse for two weeks. Scales shall be provided for weighing the cement.

Storing.

(64) The Contractor shall keep a record of the dates and quantities of the various lots of cement received and of the cement used, and said record shall be accessible to the Engineer at all times.

Records.

(65) The cement shall be of a uniform color, finely ground, so that not more than eight per cent. by weight shall remain upon a sieve with 100 meshes per lineal inch, and shall have a specific gravity not less than 3.10. It shall contain not more than 1.75 per cent. of sulphuric acid, computed as SO_3 .

Quality.

(66) Round pats of neat cement, about three inches in diameter, one half inch thick at the center, and tapering to a feather edge, shall not show signs of swelling, warping, cracking, checking, disintegrating, or any other signs of unsoundness after being in air or water at ordinary temperatures for twenty-eight days.

Tests.

(67) Briquettes of cement, with one square inch of cross section, shall develop the following ultimate tensile strengths, as determined from an average of five specimens:-

Briquettes.

Neat cement:-

Age 24 hours (1 hour in air, 23 in water), strength 170 pounds

Age 7 days (1 day in air, 6 in water) strength 450 pounds.

Age 28 days (1 day in air, 27 in water) strength 550 pounds.

One part of cement to three parts standard sand by weight:-

Age 7 days (1 day in air, 6 in water) strength 150 pounds.

Age 28 days (1 day in air, 27 in water) strength 200 pounds.

(68) In any lot of cement, as determined by a reasonable number of samples, fails to pass the tests or is otherwise unsuitable for use in the work, the entire lot from which the samples were taken shall be rejected and immediately removed from the work.

Rejection.

(69) The sand shall be coarse grained, sharp, and reasonably free from loam and all foreign substances, and shall be of a quality to set rapidly and strongly with the cement that is used.

Sand for Concrete.

(70) Ballast shall consist of gravel or of crushed hard rock, broken to such sizes that all will pass through a 2 1/2-inch ring and from which all particles smaller than 1/4-inch shall have been screened out. It shall be well graded from fine to coarse, and that which is all of one size or is lacking in any size shall not be used.

Ballast.

(71) The mixing of the concrete for the cutoff wall, the culvert, the gate house, and for the overflow structures, shall be done in a machine mixer of approved form, in which the materials are mixed in batches, and measuring boxes or other approved apparatus shall be used so that the proportions can be easily and exactly determined. The concrete shall in general be mixed rather wet, as may be directed by the Engineer, and

Mixing.

Rock Embedded in
Walls.

Placing.

Tamping.

Wetting.

Forms

the control of the amount of water in the mix shall be exact and certain. The mixing shall be thorough and shall be continued until every particle of ballast is completely covered by the cement. Provision for rapid transportation shall be made so that the concrete shall be in place before the initial set commences.

(72) In walls more than 18 inches thick the Contractor may embed hard, clean pieces of rock in the concrete. Such pieces shall not be greater than one fourth of the thickness of the wall and the aggregate volume shall not exceed one fifth of the total volume in any part of the work. Such pieces of rock shall be kept away from exposed faces of the walls, from each other, from steel rods and from pipes, and their use may be prohibited by the Engineer at any place or places where experience shows difficulty in complying with these conditions.

(73) All concrete shall be deposited in 6-inch layers, or layers of such thickness as the Engineer may direct, and thoroughly tamped. Where work is left unfinished, grooves shall be made by driving pieces of wood (to be removed afterward) into the concrete at proposed joints before it has set, such joints to be satisfactory to the Engineer. In joining new work to old, such precautions shall be taken to secure a perfect bonding at the joint by cleaning off and washing the work already in place and by adding cement grout as shall be satisfactory to the Engineer.

(74) The operation of tamping shall be so conducted as to give a thoroughly compacted, dense, impervious artificial stone of high specific gravity. Great care shall be taken to remove the air near the forms. This shall be done by thoroughly churning the concrete after it has been deposited in the forms. Forks, spades, or other suitable implements shall be used for this purpose. These implements shall also be carefully pushed under all pipes in the forms and along all faces of the walls, in order that there shall be no voids left in the concrete. When deficiency of moisture is indicated during ramming it shall be supplied by sprinkling with a fine spray of water.

(75) All exposed surfaces of finished and unfinished work shall be kept continuously moist by covering or by sprinkling at short intervals, or both, and this moistening shall be continued until the permanent covering or backing is in place. The tops of walls and other surfaces permanently exposed shall be thus protected for a period not exceeding two weeks. Fresh work shall be protected from rain by covering with canvas or other suitable material. Concrete shall not be laid in water, nor shall water be allowed to flow over it before it has thoroughly set. No concrete shall be worked over or walked on or in any way disturbed until thoroughly set to the satisfaction of the Engineer.

(76) The Contractor shall provide suitable forms for all parts of the concrete work. Such forms shall conform to the required dimensions, shall be substantially water tight, shall be strong enough so that the concrete shall be placed against them to the required depth without springing or deformation, and all exposed surfaces shall present a smooth and finished appearance.

(77) In placing the concrete in bridges, over-flow, measuring weir, and other exposed work, joints shall be made only at places approved by the Engineer, and that part of the work between joints shall be put in in one continuous operation without stop from start to finish.

Joints.

(78) In building the balustrade or railing upon the bridges, concrete blocks may be used for the supports. Such blocks shall be set on Portland cement mortar. The rail or coping may be built in position in lengths of 13 feet, or may be made of separate concrete blocks at least 5 feet long, made in advance, and placed in position with cement mortar.

(79) All exposed surfaces of concrete, shall be finished by screening or with a trowel, driving the stones below the surface, and finishing them perfectly smooth with the mortar contained in the mixture, and without the addition of richer mortar or plastering in any case.

Finish.

(80) The concrete for minor structures remote from the site of the main work, and for small lots of concrete, may be mixed by hand, but in all cases the mixing shall be thorough, and shall be continued until every particle of ballast is coated with cement.

(81) The price bid per cubic yard for concrete shall be compensation for all work and materials, including forms and centers, all as herein specified, protected and delivered at the completion of the work in good order.

Compensation.

ITEM 7.

SLOPE PAVING.

(82) The upstream face of the dam shall be covered with a rough paving. Material for paving shall be stones obtained in excavation, not less than 6 inches in diameter, or the stone walls or other stones on the area to be flooded, which may be taken by the Contractor and used for this purpose, or hard, durable stones obtained from the quarry.

Material.

(83) The stones in the paving shall be laid on their edges, with faces to approximately true surfaces, carefully placed by hand, and with spaces between and below filled with smaller stone and spalls, so that the surface will not be easily displaced by frost or ice.

Placing.

(84) No stones shall be used in the paving having a less width than 6 inches, and the average thickness of the paving shall be at least 8 inches. In computing the volume of materials below the paving, a thickness of 8 inches will be allowed for the paving in all cases, and all material below will be otherwise classified.

Measurement.

(85) In building the paving about the gate house over a small area, the slope is steeper than elsewhere, and the stones used in paving this part shall be selected with care, and shall be the best stones obtainable and placed somewhat more carefully than in other parts of the work.

Paving About Gate House.

(86) Paving may also be required, and shall be placed under the same specifications, for any protective work about the overflow, or measuring weir, or in any other parts of the work.

Other Paving.

(87) Similar paving may be required on the downstream side of the dam, where the dam joins the valley, forming a gutter 6 feet wide and one foot lower in the middle than at the sides.

Compensation.

(88) Compensation for paving shall be the price bid per square yard, and shall include all labor and materials required in securing and placing the paving as herein specified to an average depth of 8 inches.

ITEM 8.

STONE WALLS.

Work to be Done

(89) The Contractor shall build stone walls across the top of the dam and elsewhere as required. The work to be done consists in excavating two feet below the surface, and building a stone wall 5 feet high, 3 feet wide in the lower foot, and with a uniform batter above of 2 inches at the foot to a top width of 20 inches.

(90) These stone walls may be built of stones now in stone walls on the area to be flooded, or of other stones of as good character obtained from any source.

Method of Construction.

(91) The walls shall be carefully laid up to secure a solid bed for each stone, and large stones extending at least two thirds of the way through the wall shall be placed at intervals to bind them. The top may be finished with smaller stones. The dimensions shall be accurately followed, and face stones shall be selected to conform approximately to the required lines.

(92) The Board reserves the right to increase or decrease the height of the wall at special places, and build a wall where the foundation is good with only one foot cut and four feet high, and in such case the estimate shall be made for the number of feet of wall of the specified section, representing the same amount of work as the wall actually built.

Compensation.

(93) Compensation for stone walls shall include all labor and material required for excavating for and building stone walls as specified, and shall be the price bid per lineal foot therefor.

ITEM 9.

PLACING CAST IRON PIPE, GATES, ETC.

Delivery.

(94) The Board will furnish the cast iron pipe specials, gates, gate standards, extension stems, and all fittings therefor, and the 6-inch wrought iron pipe riser on board cars at the railroad freight station or yards at Westfield. The Board will also furnish the two steel cages for the screens over the intake pipe and the bars for the screen over the lower or tunnel outlet. The Board will furnish the bolts and gaskets for making flange joints. The Contractor shall furnish lead for lead joints and all other materials needed for performing the work.

Receiving and Hauling.

(95) The Contractor shall promptly unload these materials on notice from the Engineer, and shall pay to the railroad all demurrage accruing if not removed within 48 hours after such notice by the Engineer, shall inspect them to make sure that they are in good condition, shall report all cracked or otherwise defective material, and shall allow the same to remain until inspected by the Engineer, shall haul them to the site of the work, and shall protect them from loss or damage from any cause until required in the work, and shall be responsible for any material found broken in the work and for all material lost or damaged after he takes charge of it, and shall make good by replacing all such damaged

or lost material.

(96) In laying cast iron pipe in the embankment, embankment shall first be carried one foot above the top of the proposed pipe. A trench shall then be excavated for the pipe and the pipe laid in it. The trench shall afterward be backfilled with material securely tamped, and when the backfill is brought to the top of the trench it shall be rolled and the work of building the embankment continued.

Laying Cast Iron
Pipe.

Compensation for placing the cast iron pipe, gates, etc., is based upon schedule from contract plans, and upon an estimated weight of all materials to be handled and placed, of 30 tons, and the Engineer shall change the compensation in case the weight of the materials which the Contractor is required to place under this item varies materially from this amount.

(97) The cast iron pipes and gates at the bottom of the gate chamber shall be placed after all other work to be done under this contract is completed. A coffer dam shall be built to stop temporarily the flow of water through the permanent outlet, and if there is leakage, pumps shall be installed to make the site of the work entirely dry. The pipes, castings, and gates shall then be placed, and entirely surrounded with concrete. Before placing the concrete the bed of the tunnel shall be cleaned and roughened with a pick. Concrete shall be mixed and placed with the greatest care, especially at the top, and shall be made entirely water tight.

Placing in Gate
Chamber.

(98) If there is leakage around this concrete when the dam starts to be filled, and when the water has reached a height of twenty feet above the top of the tunnel, then the gates shall be opened, the water drawn down and the top grouted, and the concrete cut out if necessary, refilled, and caulked, and the process repeated until the work is made entirely water tight.

Leakage to be Re-
paired.

(99) The Contractor shall set the standards in the gate house on the concrete floor, shall place extension stems connecting these standards with the gates, and shall adjust the lengths of the extension stems if necessary, in a workmanlike manner.

(100) Compensation for placing cast iron pipe, gates, etc., shall be full compensation for taking the material from the cars, hauling it, laying it, and placing it in the work, and being responsible for it in all respects until the completion of the work and shall be the lump sum bid therefor.

Compensation.

ITEM 10.

GATE HOUSE AND APPURTENANCES.

(101) The work to be done under this item consists of building a complete gate house, and furnishing and placing certain appurtenances at various parts of the work.

Work to be Done.

(102) The gate house shall be built on top of the concrete sub-structure, and shall be built of brick taken from the old brick house. As this house will be used as an Engineer's office during construction this work shall not be commenced until one month before the completion of the whole work.

Gate House.

Brick to be Used.

(103) Bricks shall be sufficiently cleaned from the old mortar, and only whole, sound bricks shall be used. Bricks shall be laid up in mortar made of one part. Portland cement to two parts of clean, sharp sand. The walls shall be in two parts, an outer part 8 inches thick, and an inner part 4 inches thick, with an air space between. A door and window shall be set in the walls.

(104) On top of the walls shall be placed a reinforced concrete slab, and on top of this shall be built the roof. The roof shall be of brick laid up as shown, and shall be plastered on the outside with cement mortar, with a minimum thickness of $1\frac{1}{2}$ inch.

Windows and Doors

(105) The window shall be of seasoned white pine, with sash counter-weighted, and with two upper and two lower sash, so as to make two thicknesses of glass as a protection against cold. The doors and frame shall be of the best seasoned white pine, an outer door $2\frac{1}{2}$ inches thick and an inner door opening inward $1\frac{1}{2}$ inches thick. Both the doors and windows shall be made to fit entirely tight.

(106) In the roof shall be built a wrought iron rod as shown, carrying a copper finale of 20-ounce copper, and above a brass weather vane of substantial construction.

(107) In the reinforced concrete ceiling shall be built a heavy steel hook passing through the ceiling and fastened above as shown.

(108) The inner door shall be provided with a bronze hook. The outer door shall be provided with an approved latch and lock and keys. The windows shall be provided with fastenings.

Gate House Floor.

(109) The floor of the house shall be of reinforced concrete and shall carry the standards operating the various gates. The floor shall be provided with two openings covered with removable reinforced slabs. One of these openings shall be $2\frac{1}{2}$ feet x 4 feet, under the hook in the ceiling; the other shall be 2 feet in diameter at the head of the ladder.

Platforms.

(110) Three iron platforms shall be provided in the gate house as shown each supported by three l-beams and consisting of steel bars joined together to form grating, with substantial guides to hold each piece of grating upon the l-beams. Each piece of grating shall be removable.

Ladders.

(111) Four separate ladders shall be provided to afford a convenient passageway from the top to the bottom. Each ladder shall extend from one floor to a point four feet above the next floor; except that the top ladder may stop just under the main floor of the gate house. The ladders shall be of steel angles $1\frac{1}{4}$ inch x $1\frac{1}{4}$ inch x $\frac{1}{4}$ inch, with treads of $\frac{5}{8}$ -inch circular iron 15 inches long and 14 inches apart, supported as often as once in 12 feet by steel rods set into the concrete walls and securely bolted to the ladder.

(112) The Contractor shall furnish at the level of each floor guides 3 inches x 3 inches x $\frac{3}{8}$ inch angle irons bolted to the l-beams, and carrying shaft hangers to serve as guides for the extension stems of the gates. The l-beams shall be drilled and the angles attached at the necessary points to bring the hangers exactly in line.

(113) The Contractor shall build a butterfly gate in the outlet tunnel as shown. This gate shall consist of a 2-inch steel rod set in the concrete, extending across the tunnel, and carrying a steel plate 1/4 inch thick, of the size of the tunnel, strengthened by two 2 inches x 2 inches x 1/4 inch angle irons riveted on, and hung over the rod by two straps as shown. The butterfly valve is to be so arranged that the pressure of water will open it, and so that it will close and substantially shut off the tunnel when no water is flowing.

Butterfly Gate.

(114) The Contractor shall furnish and set in the concrete the necessary supports to hold a line of 6-inch wrought iron pipe reaching from the bottom to the top of the chamber. These shall consist of 5/8 inch steel rods passing around the pipe, one in each length, and set securely into the concrete. This pipe shall be made perfectly vertical.

(115) The Contractor shall furnish the steel reinforcing for the floor and ceiling of the gate house, and for the concrete about the measuring weir.

(116) The Contractor shall furnish and place 10 pieces of 6-inch l-beams, each 5 feet long, to form guides for stop planks in the waste weir and in the measuring weir.

l-Beams.

(117) The Contractor shall furnish stop logs 8 inches thick, of well seasoned chestnut, free from knots and defects, trimmed at the ends so as to fit snugly in the 6-inch l-beams, and cut perfectly true on the sides so that they will make tight joints with each other and with the concrete base. Each stop log shall be 8 inches high and six logs shall be provided for each of the four openings.

Stop Logs.

(118) All exposed iron work in the gate house shall be painted with two coats of Smith's Durable Metal Coating or equal. The iron shall be thoroughly cleaned before the first coat is applied.

Painting.

(119) Compensation for gate house and appurtenances shall cover all work and materials, as specified under this item, and shall be the lump sum bid therefor.

Compensation.

ITEM 11.

MACADAM ROADWAY.

(120) The work to be done consists in building macadam roadway across the top of the dam, across the overflow, bridge, and elsewhere as required. The roadway shall be built of the sections shown on the contract plans.

(121) After the special grade is prepared, stones at least 6 inches in diameter shall be placed to a width of 15 feet, making a base averaging 4 inches thick. These stones shall be placed compactly to form a rough pavement and shall be well rolled. Wherever the sub-surface has not previously been rolled it shall be rolled preparatory to making this pavement.

Method of Construction.

(122) On top of this base shall be placed broken stone, graded so that no stone is over 2 1/2 inches in diameter, and the top shall be finished with at least 1 inch of fine screened material. Suitable gravel, if found, may be substituted for the broken stone.

Rolling.

(123) The different layers shall be rolled with a roller herein specified for use in rolled embankments, but without the grooves, and it shall pass over the road a sufficient number of times to thoroughly compact the material, and leave the surface smooth and hard and equal in all respects to a macadamized road.

Compensation

(124) Compensation for macadam roadway shall cover all the work and material required to build the road complete as above specified, and shall be the price per lineal foot bid therefor.

ITEM 12.

COMMON ROADWAY.

Grade .

(125) Contractor shall build a marginal road about the reservoir and at such other places as required . Section of road shall conform to that shown on the plans.

(126) The road shall follow approximately the route shown, and there shall be sufficient cut and fill to give it a nearly even grade, not exceeding eight per cent. The roadway shall be graded to a uniform width of 16 feet exclusive of ditches.

Ditches.

(127) On the upper side of the roadway a ditch shall be dug as shown, which ditch shall have a continuous grade to culverts of 12 inches diameter, laid across the road not more than 300 feet apart. The tops of the culvert drains shall be at least 2 feet below the finished surface of the road, and they shall descend to secure points of discharge below the road.

Clearing.

(128) All trees and brush shall be cut from the line of the road and to a width of 15 feet each way from the center line and all wood and brush shall be removed or burned.

(129) The central part of the road to a width of 10 feet and to a depth of 6 inches shall be finished with the best material obtained in excavation and kept separate for that purpose, and the Contractor shall haul material from gravel deposits, for distance not exceeding 1,000 feet, to accomplish this purpose.

Rolling.

(130) The whole width of the road shall be rolled by a steam roller as specified for rolled embankments, but without the grooves, and the entire roller shall pass over every part of the road at least six times, and a larger number of times if required, to thoroughly compact the material.

Rock in Roadway.

(131) Any rock encountered on the line of the road as laid out by the Engineer, and necessary for its proper completion, shall be excavated and shall be estimated as rock excavation under Item 2.

(132) In case the road is used for construction purposes by the Contractor, it shall be thoroughly repaired and resurfaced and turned over to the Board at the completion of the work in every respect as specified.

Time.

(133) Roadways shall be built in point of time before the public roads which they replace become impassable, dangerous, or inconvenient because of work done under this contract.

Roads Maintained.

(134) The Contractor may maintain all of the present roads in use until the top of the dam is brought to about Elevation 1035, and the end of

the dam toward the road may be kept down slightly below the general level of the work to permit the highway to be used until this time. Before the dam is carried higher the Contractor shall have completed and put in use so much of the permanent roadway built under this item as serves to connect the present road below the dam with the road near the school-house on Borden Brook above the flow line of the reservoir, this being about one half of the roadway to be built under this item.

(135) The remainder of the roadway following around the reservoir on the north side and across the dam and spillway shall be completed and put in service before the dam begins to be filled with water.

(136) The Contractor expressly assumes the obligation of maintaining open, safe, and convenient highways equivalent in all respects to the present highways or to the highways to be ultimately constructed during all stages of the work.

Roads to be Kept
Open.

(137) Compensation for roadway shall cover all work and material required to build permanent road complete as above specified, except rock excavation, and shall not include any temporary roadways built for the Contractor's convenience, or because permanent roadways are not ready, and shall be the price paid per lineal foot therefor.

Compensation.

ITEM 13.

CLEANING AND GRUBBING.

(138) The Contractor shall clean the entire site of the reservoir and a marginal strip around the same, including all land below contour 1073, of all perishable materials. The approximate total area is 220 acres, including open land requiring no clearing.

Work to be Done.

(139) The wood and hay cut by the Contractor in the regular progress of his work shall belong to the Contractor, and may be used or sold by him.

Disposal of
Structures.

(140) The brick house is reserved for the Engineer's use during construction, and this shall not be disturbed by the Contractor until one month before the final completion of the work. Some of the brick are to be used in the gate house, and such other material of the house, except such portions as may be reserved by the Board for future use, shall be disposed of by the Contractor.

(141) All buildings shall be burned or torn down, if required by the Board, and all perishable parts shall be removed; brick walls and chimneys shall be torn down. All wooden fences shall be removed or burned.

(142) The Contractor shall clear the entire area of all trees, bushes, logs, stumps, high grass, and weeds, and shall burn these materials. All trees now standing and all stumps shall be cut off so as to leave stumps not over 6 inches high. Decaying stumps shall be grubbed out.

Trees and Stumps.

(143) All stumps and large roots between Elevations 1058 and 1073, the area being about 35 acres, shall be cut out and removed to a depth of 6 inches below the surface.

(144) The final clearing of the reservoir shall not be commenced until such time as the Engineer shall direct, about two months before the filling of the reservoir is begun, and shall then proceed at the rate required and shall be thoroughly done. If any aftergrowth of bushes, tall weeds, or grass occurs, the Contractor shall cut and burn them as re-

Final Cleaning.

Compensation.	<p>quired for the first growth.</p> <p>(145) Compensation for clearing the reservoir shall include all labor and materials herein specified, and shall be the one lump sum bid for clearing the entire area.</p> <p>(146) The Board reserves the right to omit all the work to be done under this item, and do the work itself, or make other arrangements for doing it, or for doing it in other ways, or under other specifications, than those herein contained.</p>
Estimated Quantities only for the Purpose of Comparison.	<p style="text-align: center;">GENERAL CLAUSES.</p> <p>(147) The Contractor agrees that the estimated quantities in the "Notice to Contractors" are only for the purpose of comparing on a uniform basis the bids offered for the work under this contract, and he further agrees that he is satisfied with and will at no time dispute the said estimated quantities as a means of comparing the bids aforesaid; that he will make no claim for anticipated profits or for loss of profit because of a difference between the quantities of the various classes of work actually done or of the material actually furnished and the said estimated quantities; and he agrees that neither the parties of the first part, nor the Board, nor any of them are held responsible if in the construction of the work any of the said estimated quantities should be found to be not even approximately correct.</p>
Alterations.	<p>(148) The Contractor agrees to perform all the work contracted for, as specified in this contract, but any alteration in the form, dimensions, location, or manner of doing the work, ordered in writing by the Engineer, shall be made as directed; and when the several quantities of work, or any of them, from this or any other cause shall be increased beyond the amount or amounts exhibited at the time of letting this contract, such increase shall be paid for at the rates herein provided for the same class of work; and whenever the several quantities of work, or any of them, shall in any respect, from this or any other cause, be diminished below the amount or amounts exhibited at the time of letting this contract the Contractor agrees to perform the remaining work at the prices stipulated in his contract, and to make no claim for damages in consequence of such increase or diminution.</p>
Time for Commencement.	<p>(149) The Contractor shall commence the work herein contracted to be done on the ground early in the working season of 1909 and not later than April 1, 1909.</p>
Time for Completion	<p>(150) The whole work covered by this contract shall be completed and ready for use in every respect on or before December 1, 1909, except as otherwise provided.</p>
Proper Methods and Appliances to be used.	<p>(151) If at any time before the commencement, or during the progress of the work, the methods and appliances used or to be used appear to the Engineer to be inefficient or inappropriate for securing the quality of work required or the said rate of progress, he may order the Contractor to increase their efficiency or to improve their character, and the Contractor shall conform to such order; but the failure of the Engineer to demand an increase of such efficiency or improvement in character</p>

shall not relieve the Contractor from his obligation to secure the quality of work and the rate of progress established in the specifications.

(152) All materials furnished under this agreement, unless otherwise provided, shall be the best of their respective kinds, and all the work contemplated and described in this agreement, and the specifications forming a part thereof, shall be done in a good and workmanlike manner, to the satisfaction of the Engineer, and he shall have the right to correct any errors or omissions in the contract or specifications when such corrections are necessary for the proper fulfillment of their intention. The action of such corrections shall date from the time that the Engineer gives due notice thereof, and any alterations in the work, rendered necessary thereby, shall be made as directed.

Workmanship and
Materials.

(153) Explosives in proper quantities shall be stored in a secure and approved manner, and only at approved places, and as allowed by the laws of Massachusetts. They shall be handled with care and shall be at all times under special charge of a competent watchman.

Explosives.

(154) This contract, and the specifications herein contained, and the plans herein referred to, may be modified and changed from time to time, as may be agreed in writing between the parties hereto, in a manner not materially affecting the substance thereof or materially changing the price to be paid, in order to carry out and complete more fully and perfectly the work herein agreed to be done and performed.

Plans and Specifi-
cations .

(155) The plans and specifications are intended to be explanatory of each other, but should any discrepancy appear, or any misunderstanding arise, as to the import of anything contained in either, the explanation of the Engineer shall be final and binding on the Contractor, and all directions and explanations required, alluded to, or necessary to complete any of the provisions of such specifications and give them due effect, will be given by the Engineer.

(156) The Contractor shall permit the Engineer, and his assistants, and persons designated by him or them, and other representatives of the Board, to enter upon the work at all times and places, and to give lines and grades, and to measure and inspect the work or materials, and shall provide safe and proper facilities therefor and such samples as may be required. The Contractor shall notify the Engineer, at a reasonable time in advance, of the starting of any new class of work. In case any work is to be done at night, the Contractor shall give due notice to the Engineer, at least two days before such work is started. Only such classes of work shall be done at night as can be properly inspected, and adequate light and facilities for inspection shall be supplied. The Contractor will not however, be thereby relieved of his obligation to supervise the work and to fulfill in every respect his contract. If the inspector should be absent or negligent, or should consent to the allowance of inferior work, the Contractor will not be thereby excused from repairing the work and removing faulty materials at his own cost. The Contractor shall at all times furnish the Engineer reasonable notice

Access to Work.

Winter Work.	<p>for the purpose of inspecting the materials furnished and the work done under this agreement.</p> <p>(157) No concrete shall be placed or other work done which is subject to damage by frost during the winter months, between December 1st and April 1st, and thereafter until the frost is out of the ground; and the Contractor shall repair and replace and make good all work damaged by frost because of its being left in an incomplete condition during the winter months.</p>
Lines and Grades.	<p>(158) All lines and grades will be given by the Engineer, but the Contractor shall provide such material and give such assistance therefor as may be required by the Engineer, and the marks so given shall be carefully preserved.</p>
Laws and Ordinances.	<p>(159) And the said Contractors covenant and agree that in the employment of mechanics and laborers in the performance of this contract preference should be given to Citizens of the Commonwealth, and if they cannot be had in sufficient numbers, then to Citizens of the United States.</p> <p>(160) Said Contractors further covenant and agree that no laborer, workman, or mechanic working within this Commonwealth in the employ of said Contractors, a sub-contractor, or other person, doing or contracting to do the whole or a part of the work contemplated by this contract shall be requested or required to work more than eight hours in any one calendar day.</p>
Buildings.	<p>(161) Suitable and satisfactory buildings shall be provided by the Contractor for the housing, feeding, and sanitary necessities of the men, and suitable stabling for the animals employed upon the work. Such buildings shall be located at approved places.</p>
Removal of Temporary Structures.	<p>(162) On or before the completion of the work the Contractor shall, excepting as otherwise expressly directed or permitted in writing, tear down and remove all temporary buildings and structures built by him; and all rubbish of all kinds from the grounds which he has occupied, and shall leave the spoil banks and other parts of the grounds, which may have been affected by his operations, in a neat and satisfactory condition.</p>
Competent Men.	<p>(163) The Contractor shall employ only competent and skillful men to do the work, and whenever the Engineer shall inform him that any man on the work is, in his opinion, incompetent, unfaithful, or disorderly, or uses threatening or abusive language to any official having supervision of the work, such man shall be discharged from the work and shall not again be employed on it except with the consent of the Engineer.</p>
Partial Payments.	<p>(164) Within twenty days from the expiration of each month in which work herein contracted for shall be prosecuted according to the terms and conditions of this contract, the City will pay therefor ninety per cent. of the amount due for the work done and performed during the preceding month, based upon the Engineer's estimates for said work and upon the approval of the Board; but if at any time after such payments have been made it shall be found that any of the work included in the esti-</p>

mates on which such payments have been made has been performed in an unworkmanlike manner or contrary to these specifications, the Engineer shall direct the Contractor to take down and rebuild such work in the manner required by the specifications, and no further payments on this contract shall be made until such directions have been in all respects complied with.

(165) The City agrees to pay, and the Contractor agrees to receive, the prices specified in the proposal submitted by him and hereinafter set forth, as full compensation for furnishing all the materials called for, not found in the work, and for all labor and use of tools and other implements necessary for executing the work contemplated in this contract; also for all loss or damage arising out of the nature of the work, or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the work, and for all reasons of every description connected therewith; also for all expense incurred by and in consequence of the suspension or discontinuance of said work as herein specified, and for well and faithfully completing the work, and the whole thereof, according to the plans and specifications and requirements of the Engineer under them, which said prices are as follows, to wit:-

Prices.

Item 1 For earth excavation, the sum ofdollars andcents (\$.....) per cubic yard.

Item 2 For rock excavation, the sum ofdollars andcents (\$.....) per cubic yard.

Item 3 For embankment, including puddle core wall, the sum ofdollars andcents (\$.....) per cubic yard.

Item 4 For gravel fill, the sum ofdollars andcents (\$.....) per cubic yard.

Item 5 For top soil replaced, the sum ofdollars andcents (\$.....) per cubic yard.

Item 6 For concrete masonry, the sum ofdollars andcents (\$.....) per cubic yard.

Item 7 For slope paving, the sum ofdollars andcents (\$.....) per square yard.

Item 8 For stone wall, the sum ofdollars andcents (\$.....) per lineal foot.

Item 9 For placing cast iron pipe, gates, etc., the lump sum ofdollars andcents (\$.....).

Item 10 For building gate house and appurtenances, the lump sum ofdollars andcents (\$.....).

Item 11 For macadam roadway, the sum ofdollars andcents (\$.....) per lineal foot.

Item 12 For common roadway, the sum ofdollars andcents (\$.....) per lineal foot.

Item 13 For clearing reservoir site, the lump sum ofdollars andcents (\$.....)

For extra work or materials, if any, as specified under Article 169, the reasonable cost of the work or materials, as agreed or as de-

Payment for Extra Work.

Ten Per Cent. Reserved.

terminated by the Engineer, plus ten (10) per cent. of such cost.

(166) Ten per cent. of the value of the work done and materials furnished under this contract, at the contract prices thereof, shall be reserved by the City until the whole work, which is the subject of this contract, shall be fully and entirely completed.

Repairs.

(167) The Contractor agrees to make all the needed repairs on the said work during a period of one year after its final completion; and he agrees that the Board is authorized to retain out of the moneys payable to him under this agreement the sum of two per cent. on the amount of the contract, and to expend the same, or as much thereof as may be required, in making the aforesaid repairs to the satisfaction of the Engineer, if within ten days after the delivery or mailing of a notice in-writing to the Contractor or his agents, they shall neglect to make the aforesaid needed repairs; provided, however, that in case of an emergency, where in the opinion of the Engineer, delay would cause serious loss or damage, the Board may make repairs without previous notice and at the expense of the Contractor.

Final Account.

(168) It is agreed that the Engineer shall, in all cases, determine the amount or quantity of the several kinds of work which are to be paid for under this contract and the amount of compensation to be paid therefor, which compensation shall be at the rates agreed upon for the items of work herein specified, or a just and reasonable price for necessary extra work done, directed and ordered pursuant to this contract and not otherwise provided for, and shall, within thirty days after the work shall in all respects have been completed according to the terms and conditions of this contract, present a final account and estimate of the same to the Board, who shall review and, when satisfactory, approve the same, and the City shall pay the entire sum so found to be due hereunder after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained, under the provisions of this contract. All prior estimates and payments shall be subject to correction in the final account and payment.

Extra Work.

(169) The Contractor shall do any work not herein otherwise provided for which may be necessary for the proper completion of the work, if required, but no such work shall be allowed or paid for except upon a written order signed by the Engineer and countersigned by the Chairman of the Water Board, at prices agreed upon and stated in said order or in the absence of such agreement at cost with ten per cent. added and there shall be no claim for extra work or materials or articles or for damages sustained except under this article.

Account for Work.

(170) The Contractor shall, before the tenth day of the month succeeding that in which any extra work is done or materials furnished, file with the Engineer and with the Board a claim for such damage or extra work or materials, with the order or a copy thereof, on which such work or materials were furnished. In case the Contractor fails to so file such a claim for such extra work done or materials furnished, he shall have no claim for compensation for the same against the said City.

(171) The Contractor shall give his personal attention constantly to the faithful prosecution of the work, and shall not assign, sublet, or transfer, to any person or persons, this contract, or any of the work hereby agreed to be performed, or any of the moneys falling due or to become due under this contract; and shall not issue any orders or drafts on the City for any moneys due or to grow due under this contract, unless by and with the consent of the Board, first duly had and obtained by resolution entered upon the minutes of the Board, and agrees that no person other than the party signing this agreement as Contractor shall have any claim thereunder; and that when he is not personally present on the work he shall at all times be represented by a foreman or agent who shall be competent to receive all instructions or orders given under this contract, and who shall be the legal representative of the Contractor.

Contractor to give his Personal Attention.

(172) The Contractor shall be held responsible for any or all materials or work done to the full amount of all payments made thereon, and he will be required to make good at his own cost any injury or damage which said materials or work may sustain from any sources or causes whatever before the final acceptance thereof.

Responsibility for the Work.

(173) If the work to be done under this contract shall be abandoned, or if the contract shall be sublet, or the contract or any claim thereunder shall be assigned by the Contractor, or if at any time the Engineer shall be of the opinion, and shall so certify in writing to the Board, that the conditions specified as to the rate of progress are not fulfilled, or that the work or any part thereof is unnecessarily delayed, or that the Contractor is violating any of the provisions of this contract, the Board may notify the Contractor to fulfill the conditions of the contract; and should the Contractor fail to comply with said notice within three days, the Board may notify the Contractor to discontinue all work, or any part thereof, and thereupon the Contractor shall discontinue said work, or said part thereof as the Board may designate, and the City may thereupon, by contract or otherwise, as it may determine, complete the work or such part thereof and charge the expenses thereof to the Contractor, and may take possession of and use therein such materials, animals, machinery, implements and tools of every description as may be found upon the work. The expense so incurred shall be deducted and paid by the City out of any moneys then due or to become due the Contractor under this contract or any part thereof, and in case such expense is less than the sum which would have been payable under this contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the latter sum, the Contractor shall pay the amount of excess to the City.

Conditions Under which Board may Complete Work.

(174) If the Contractor fails to fully and entirely complete and finish the work in conformity to the terms and provisions of these specifications and this contract for building an earthen dam and reservoir within the time herein specified, he shall pay to the City of Springfield,

Stipulated Damages

Mass., the sum of twenty-five dollars (\$25) for each and every day thereafter, including Sundays and holidays, that the finishing of the contract is delayed which sum shall be construed as stipulated and liquidated damages and not as a penalty and shall be deducted from the amount due by the terms of the contract; provided, however, that in case of justifiable delay, the Board shall have the right to extend the time for the completion of said work, with or without the remission of the above mentioned sum agreed upon as stipulated and liquidated damages, during the time of said extension, but no extension of time for any reason beyond the time fixed herein for the completion of the work, nor the doing of any part of the work called for by this contract, shall be deemed to be a waiver by the said Board to the right to abrogate this contract for abandonment or delay. And if the Contractor shall fully complete the same before the time specified, he shall receive an extra or additional payment of fifteen dollars (\$15) for each and every day that his work is so finished before the time specified.

Abandonment of Work.

(175) In case of any neglect or refusal on the part of the Contractor to perform the whole of the work, or furnish all the materials or complete the entire work within the time herein specified therefor (unless such time has been extended as aforesaid), so that such neglect or refusal may be construed as an abandonment of the work on this contract, then and in that event, the Contractor in every such case shall forfeit all right or claim for any compensation whatsoever for any part of such work which may have been so performed by him, or any materials which may have been so furnished under and in pursuance of this agreement, in addition to the damages for which he shall be liable to the City on account of any injury sustained by the said City arising from the neglect or default of the said Contractor in respect to said work, and the City shall not be in any manner liable therefor.

Suspension of Work

(176) The Engineer of the Board has the power, at any time, to suspend the execution of the work under this contract, and the Board shall have the power to continue such suspension, and in its discretion, to vacate this contract, either for a neglect or refusal to proceed with the work or for a violation of any or either of the covenants, terms, conditions, and provisions of this contract, without rendering the said Board or City liable for any damages therefor, and without in any degree affecting any liability upon the bond given, by or on behalf of the Contractor thereto.

Care of Liens.

(177) The Contractor agrees to furnish sufficient security by bond or otherwise to be approved by the Board, for payment by the contractors and sub-contractors for labor performed or furnished, and for materials used in said construction in accordance with the provisions of the Acts of Massachusetts of 1904, Chapter 349.

Indemnity.

(178) The Board of Water Commissioners and the City of Springfield, Mass., shall be held blameless for any damage to person or property arising from neglect on the part of the Contractor, or those in his employ. The Contractor expressly covenants and agrees that, in the event

of any damage resulting from the work as it progresses, or from any matter or thing connected therewith or arising therefrom to any person or property, he will pay and liquidate the same at his own expense, and will assume the liability therefor; and in the event of any action or actions being brought against the Board of Water Commissioners or the City of Springfield, Mass., by reason of, or on account of, or growing out of said work or its construction, or anything connected therewith, the Contractor will, at his own expense, defend the same, and will pay any judgment recovered therein and will, in all respects, fully indemnify and save harmless the said Board of Water Commissioners and the said City, its officers, agents and representatives from any and all cost, expense, payment of judgment, to be recovered or incurred in such action or actions; and the City shall have the right to retain from the contract price such sum as shall enable it to pay the amount of any claim for damages resulting from any such accident, and the cost and disbursements of any suit brought against the Board or said City therefor, until the validity of any such claim shall be established, and finally determined, and if established and finally determined the same shall be paid from the amount so retained; otherwise, such amount shall be paid over to the Contractor.

(179) The Contractor stipulates, covenants, and agrees for himself, his Patent Rights. heirs, executors, administrators, successors, and assigns, that he has the right, power, authority, and license to furnish all said materials and do all the work in said specifications as hereinbefore described, and that he and his heirs, executors and administrators, successors and assigns, will, at his and their own cost and charge, defend any and all actions or proceedings that may be brought against the party of the first part, the City of Springfield, Mass., for infringement of patent rights, by reason of the use of any such materials or articles furnished or work done as aforesaid; and that he and they will indemnify and save harmless the said Board of Water Commissioners and the said City of Springfield, Mass., from any judgment that may be recovered against them or either of them for infringement of patents or patent rights by reason of the use of said articles or materials for the doing of said work as aforesaid.

(180) It is agreed and understood by and between the parties hereto that the City, its successors and assigns, shall not be precluded or estopped by any return or certificates made or given by the Engineer, inspector, or other officer, agent, or appointee of the Board, under or in pursuance of anything in this agreement contained, from at any time showing failure of performance of any or either of the conditions of this contract, or the true and corrected amount and character of the work which shall have been done, and materials which shall have been furnished by the Contractor, or any person or persons under this agreement, nor from at any and all times withholding payment of the several sums herein specified until the Contractor when thereunto required on behalf of the Board, shall make and furnish sufficient and independent proof of the quantity and quality of the work done and materials furnish-

Board not Estopped.

ed under this agreement.

IN WITNESS WHEREOF, the said parties of the first part have hereunto, and to three other original agreements of like tenor and date, set their corporate seal, and have caused the same to be signed by a majority of the said Water Commissioners of the City of Springfield, and the party of the second part have hereunto, and to the three other original agreements of like tenor, and date, set their hands and seals, the day and year first above written.

The foregoing petition was entered on the fourteenth day of November, in the year of our Lord one thousand nine hundred and eight and on the twelfth day of December, in the year last aforesaid, the said petitioner filed its said plans and specifications of its proposed work, which were duly approved, and the Commissioners having inspected the work during its progress and it appearing that said plans and specifications have been faithfully adhered to, it is ordered that the same be recorded.

Springfield, Mass.

November 3rd, 1909.

Chas. C. Spellman) County Commissioners.
J. M. Sickman	
Wm. H. Porter	

Boston and Albany
Railroad Company,
Petitioner to take
land for railroad
purposes, in
Chester.

26

See book of plans,
4, page 54.

Commonwealth of Massachusetts.

Hampden, ss:

PETITION OF THE BOSTON & ALBANY RAILROAD COMPANY.

To the Honorable the County Commissioners of the County of Hampden:

Respectfully represents the Boston & Albany Railroad Company that it requires additional land without the limits of the route fixed in the Town of Chester in said County of Hampden, for the purpose of making and securing its railroad and for one or more new tracks adjacent to other land occupied by it by a track or tracks already in use, which additional land is bounded and described as follows:-

Beginning at a point on the dividing-line between land of the Boston & Albany Railroad Company and land of Charles H. Knox distant forty-one and twenty-five hundredths (41.25) feet easterly from the base line of the location of the Boston & Albany Railroad measured at right angles thereto at Station 6664; thence running northerly by said dividing-line thirteen hundred (1300) feet to a point distant forty-one and twenty-five hundredths (41.25) feet easterly from said base line measured at right angles thereto at Station 6677; thence turning at a right angle and running easterly sixteen and five tenths (16.5) feet; thence turning at a right angle and running southerly by a line parallel with and distant fifty-seven and seventy-five hundredths (57.75) feet easterly from said base line thirteen hundred (1300) feet; thence turn-

ing at a right angle and running westerly sixteen and five tenths (16.5) feet to the place of beginning, containing forty-nine hundredths of an acre more or less.

Reference is made to the plan entitled "Additional Land Required by the Boston & Albany Railroad for Railroad Purposes in the Town of Chester, Mass." dated April 1909 and signed by E. E. Stone, Chief Engineer, and William Parker, Principal Ass't Eng'r, filed herewith.

Your petitioner further represents that it is unable to obtain the same by agreement with the owners and that the following are supposed to be the owners of said land, namely - Charles H. Knox of said Chester, Melissa E. Smith of Farmington in the State of Connecticut, subject to claims if any, of the creditors of Olive C. Knox, late of said Chester, deceased,

Wherefore your petitioner prays that your Honorable Board will prescribe the limits within which the same may be taken, without the permission of the owners, after due proceedings in the premises.

Boston & Albany Railroad

By
Woodward Hudson,
Counsel.

The foregoing petition was entered at a meeting of the County Commissioners holden at Springfield, within and for said County, on the fourth Tuesday of June, in the year of our Lord one thousand nine hundred and nine, and was continued to this meeting and due proceedings having been had thereon, the County Commissioners file the following decree, to wit:

Commonwealth of Massachusetts.

Hampden, ss:

In the matter of the petition of the Boston and Albany Railroad Company for leave to take additional land in the Town of Chester in said County.

At a meeting of the County Commissioners held at Springfield on Wednesday the first day of September 1909, and by an adjournment at Chester on the twenty-fifth day of September 1909, it then and there appearing that all persons interested therein had been duly notified of the above petition and of the time and place of said meeting and hearing thereon in manner prescribed by law and in accordance with the order issued on said petition, and hearing having been had at which the petitioner was represented by counsel and the respondent, Charles H. Knox was present in person, and the subject matter of said petition having been duly considered.

It is now DETERMINED and ADJUDGED that the said Boston and Albany Railroad Company requires the land described in said petition for the purpose of making and securing its railroad and for one or more new tracks adjacent to other land occupied by said corporation by a track already in use, and is unable to obtain the same by agreement with the owners, and it is further determined, ordered and decreed that said land may be taken as by law provided within the following limits, to wit:-

Land in Chester supposed to belong to Charles H. Knox and

Melissa E. Smith. Beginning at a point on the dividing-line between land of the Boston and Albany Railroad Company and land of Charles H. Knox distant forty-one and twenty-five hundredths (41.25) feet easterly from the base line of the location of the Boston and Albany Railroad measured at right angles thereto at Station 6664; thence running northerly by said dividing-line thirteen hundred (1300) feet to a point distant forty-one and twenty-five hundredths (41.25) feet easterly from said base line measured at right angles thereto at Station 6677; thence turning at a right angle and running easterly sixteen and five tenths (16.5) feet; thence turning at a right angle and running southerly by a line parallel with and distant fifty-seven and seventy-five hundredths (57.75) feet easterly from said base line thirteen hundred (1300) feet; thence turning at a right angle and running westerly sixteen and five tenths (16.5) feet to the place of beginning, containing forty-nine hundredths of an acre more or less.

Reference is made to the plan entitled "Additional Land Required by the Boston and Albany Railroad Company for Railroad Purposes in the Town of Chester, Mass." dated April 1909 and signed by E. E. Stone, Chief Engineer, filed herewith.

Chas. C. Spellman) County Commissioners Hampden County
J. M. Sickman	
Wm. H. Porter	

Edward J. Hughes
et als. Petition-
ers for relocation
of Cushman street
in Monson.

28.

See book of plans
4 pages 55,56.

To the Honorable Board of County Commissioners of the County of Hampden:-

Respectfully represent the undersigned inhabitants of the Town of Monson in said County of Hampden that the location and boundary lines of a certain way called Cushman street in said Monson are uncertain, in dispute, and indeterminable.

WHEREFORE your petitioners pray that for the purpose of establishing the boundaries of said way, and the width and course thereof, your Honorable Board may relocate or locate anew so much of said Cushman street as is included between the easterly line of Main street and a point where said Cushman street is intersected by the westerly line of Gates street, so called, prolonged, said proceedings to be had under and by virtue of Section twelve of Chapter forty-eight of the Revised Laws of Massachusetts, and acts in amendment thereof.

Edward J. Hughes and others, Petitioners.

The foregoing petition was entered at a meeting of the County Commissioners holden at Springfield, within and for said County, on the fourth Tuesday of June, in the year of our Lord one thousand nine hundred and nine, and was continued to this meeting and due proceedings having been had thereon, the County Commissioners file the following location report to wit:-

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting, October 6th, 1909.

On the Petition of Edward J. Hughes and others, praying for a highway to be located in the town of Monson. It appearing that all persons and corporations interested therein had been duly notified of the time and place of meeting, the said County Commissioners did, on the seventh day of September A. D. 1909, view said highway, and hear all parties interested, and did adjudged that common convenience and necessity required that said highway should be located.

And now said Commissioners locate said highway in the manner following: Beginning at a stone bound on the easterly line of Main Street and the southerly line of Cushman Street, thence N. 73° 22' E. three hundred and forty (340) feet to a stone bound; thence N. 71° 50' E. six hundred and fifteen (615) feet to a stone bound; thence S. 69° 20' E. one hundred and seventy-one and thirty one-hundredths (171.30) feet to a stone bound, the above is the description of the southerly line. The northerly line is described as follows: beginning at a stone bound on the easterly line of Main Street and the northerly line of Cushman Street said bound being fifty-two and seven tenths (52.7) feet, measured along the easterly line of Main Street, from the bound which marks the beginning of the southerly side; thence N. 73° 40' E. one hundred and twenty-seven and seventy-one one-hundredths (127.71) feet to a stone bound thence N. 75° 55' E. two hundred and nineteen and twenty-five one-hundredths (219.25) feet to an iron pin, said pin being forty-one and twenty-five one-hundredths (41.25) feet from a stone bound on the southerly side of the street; thence N. 71° 50' E. six hundred and twenty-nine and seventy one-hundredths (629.70) feet to a stone bound; thence S. 69° 20' E. one hundred and seventy-six and eighty one-hundredths (176.80) feet to a stone bound on the westerly line of Gates Street. For the last two courses the northerly line is parallel to the southerly line, and forty-one and twenty-five one-hundredths (41.25) feet distant therefrom.

And the owners of the land, over which said highway is thus laid out, are allowed until the first day of November next, to remove therefrom their buildings, wood, timber or trees. And said Commissioners having heard the proprietors of said lands, by themselves, or their agents, on the subject of damages, by them sustained by reason of laying out said highway, have estimated the same as follows, to wit:

To the Trustees of the Methodist Episcopal Church at \$100.

To be paid to them by the Town of Monson, when the land over which the highway is located shall have been entered upon and possession taken for the purpose of constructing said highway.

The plan of said location is filed herewith and made a part hereof.

Chas. C. Spellman)	County Commissioners.
J. M. Sickman)	
Wm. H. Porter)	

Hampden, ss: County Commissioners' Meeting. October 6th, A.D. 1909

The foregoing report is filed and accepted, and thereupon it is ordered that the same be recorded; that the said road may be known as a public highway forever.

Attest:-

Robert O. Morris, Clerk .

Selectmen of Agawam, Petitioners for alteration of crossing at Springfield street, in Agawam.

33.

Commonwealth of Massachusetts.

Hampden, ss:

To the County Commissioners of the County of Hampden:-

Respectfully represents your petitioners that they are the selectmen of the inhabitants of the Town of Agawam a municipal corporation within said County.

That it is necessary for the security and convenience of the public that an alteration which does not involve the abolition of a crossing at grade, should be made at the crossing and in a bridge at the crossing of a highway in said Agawam, called Springfield Street, over the tracks of the railroad constructed by the Hartford and Connecticut Western Railroad Company, and now owned or operated according to the information and belief of your petitioners, by the Central New England Railway Company, upon which bridge the Springfield Street Railway Company is authorized to lay and use its tracks.

Wherefore your Petitioners pray your Honorable Board, after public notice to hear all parties interested, to decide that an alteration in said bridge is necessary, to prescribe the manner and limits within which it shall be made, and to forthwith certify such decision to the parties and to the Board of Railroad-Commissioners of the Commonwealth.

George H. Reed.

Daniel J. Collins

A. H. Brown.

The foregoing petition was entered at this meeting and due proceedings having been had thereon, the County Commissioners file the following decree, to wit:-

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. November 22, 1909.

On the petition of the Selectmen of the Town of Agawam, representing that it is necessary for the safety and convenience of the public that an alteration which does not involve the abolition of a crossing at grade, should be made at the crossing and in a bridge at the crossing of a highway in said Agawam, called Springfield Street, over the tracks of the Railroad constructed by the Hartford and Connecticut Western Railroad Company and now owned or operated, according to their information and belief by the Central New England Railway Company, upon which the Springfield Street Railway Company is authorized to lay and use its tracks; and praying that after public notice, a hearing be given to all persons interested; that a decision be made that certain alterations are necessary; that the manner and limits within which such alterations are to be made shall be prescribed; and that such decision be forthwith certified to the parties and to the Board of Railroad Commissioners of the Commonwealth, all of which will more fully appear by reference to said petition.

Said petition was entered on the eighth day of October, 1909, and on the ninth day of said October said commissioners caused due notice to be given to all persons and corporations interested, of the time

when and the place where they should meet for the purpose of viewing premises and hearing persons, as by said notice on file fully appears.

And now on this twenty-second day of November 1909, said Commissioners make return of their proceedings in the premises as follows:-

The County Commissioners for said County having given notice as the law directs, met at the Town Hall in Feeding Hills in said Agawam on Saturday the thirteenth day of November, 1909, when the premises were examined and persons interested heard, at which time and place said hearing was adjourned to Monday November 22, 1909, at the Court House in Springfield, at which time and place all persons were fully heard, and after due deliberation, said Commissioners decided that certain alterations are necessary and prescribe the manner and limits within which they shall be made to be as follows: the fences now situated near the center and along the southerly side of said bridge at said crossing shall be removed; a fence similar in design, material, and construction, to that now situated upon the northerly side of said bridge, and so far as the present construction of said bridge will permit braced in a similar manner, shall be built upon the southerly side of said bridge; and the top layer of planking upon that portion of the bridge between the middle and northerly fences at present thereon shall be removed.

William H. Porter on account of residence being disqualified to act, George W. Bray, Associate Commissioner, acted in his place.

Chas. C. Spellman) County
J. M. Sickman) Commissioners.
Geo. W. Bray) Associate Comr.

Decision certified to the parties and to the Board of Railroad Commissioners.

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. November 3rd, 1909

Whereas, it has been made to appear to said Commissioners that Bridget McGowan of Westfield, in said County, was sentenced to the House of Correction in said county, on the 21st day of November, 1908, by the District Court of Western Hampden, and whereas it further appears that a written permit to be at liberty was issued to the said Bridget McGowan on the 16th day of October, 1909, by said Commissioners and it further appears that said Bridget McGowan has been convicted of a crime punishable by imprisonment it is now ordered by said Commissioners that the said permit be revoked.

Chas. C. Spellman)
J. M. Sickman) County
Wm. H. Porter) Commissioners.

Order revoking
permit to be at
Liberty.
Bridget McGowan.

Order for Transfer

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. November 3rd, 1909.
To Fred A. Bearse, Treasurer of Hampden County.

You are hereby authorized to transfer from the General Fund in your hands as Treasurer, to the fund for the Addition & Alterations at the Court House, the sum of fifteen thousand dollars (\$15,000.)

Chas. C. Spellman)
J. M. Sickman) County
Wm. H. Porter) Commissioners.

County Treasurer
authorized to pay
State Treasurer,
on state highway
account.

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. November 3rd, 1909.

VOTED that Fred A. Bearse, county treasurer, be authorized and directed to pay the Treasurer of the Commonwealth of Massachusetts on State Highway account, the sum of eighty-three hundred fourteen and sixty-four one-hundredths dollars (\$8314.64) as follows:

Principal sum\$7,253.50

Interest, 1,061.14
\$8,314.64

Chas. C. Spellman)
J. M. Sickman) County
Wm. H. Porter) Commissioners.

Order revoking
permit to be at
Liberty.

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. November 22, 1909.

Whereas, it has been made to appear to said Commissioners that William J. M. Kiley of Holyoke, in said County, was sentenced to the House of Correction in said county, on the 8th day of May, 1909, by the Police Court of said Holyoke, and whereas it further appears that a written permit to be at liberty was issued to the said William J. M. Kiley on the 18th day of June, 1909, by said Commissioners and it further appears that said William J. M. Kiley has been convicted of a crime punishable by imprisonment it is now ordered by said commissioners that the said permit be revoked.

Chas. C. Spellman)
J. M. Sickman) County
Commissioners.

October Meeting, 1909

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the first day of December, A. D. 1909.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of Antonio Morana of Holyoke, from the Hampden County Training School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Holyoke, after due notice and hearing, it is considered and adjudged by said commissioners that it will be for the best interest of the said Antonio Morana to be at liberty. And thereupon said Commissioners order that he be released forthwith, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of Holyoke.

Robert O. Morris, Clerk.

Released from
Training School on
parole,
Antonio Morana

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the first day of December, A. D. 1909.

Voted: A request having been made to the County Commissioners of the County of Hampden, by Erwin G. Ward for the release of Raymond O'Connor of Holyoke, from the Hampden County Training School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Holyoke, after due notice and hearing, it is considered and adjudged by said commissioners that it will be for the best interest of the said Raymond O'Connor to be at liberty. And thereupon said Commissioners order that he be released forthwith, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of Holyoke.

Robert O. Morris, Clerk.

Released from
Training School on
parole,
Raymond O'Connor

December 1, 1909.

The copies of the records of votes for County Treasurer, having been examined and counted on the same day, it appears that Fred A. Bearse, of Springfield, has seventeen thousand two hundred and two votes, George S. Ball, of Chicopee, has two thousand three hundred and

Votes.

twenty-four votes, A. A. Cutting of West Springfield, has one vote, J. E. Conway has one vote. J. T. Calahan has one vote and O. W. Studley has one vote. The said Fred A. Bearse, of Springfield, has the highest number of votes and is declared to be elected.

Allowance for damages done to Sheep.

The sum of five hundred and seventy dollars and ninety cents is allowed for damages and other expenses incurred under the Statutes relative to Dogs, and the same is ordered to be paid out of the moneys received by the County Treasurer under the provisions of said Statutes.

Land damages

\$30.00

The following persons are allowed the sum set against their names for damages to lands taken for highways, amounting to the sum of thirty dollars, and the same are ordered to be paid from the County Treasury.
To Scott Adams on petition of S. S. Bodurtha et als.\$15.
* Henry E. Bodurtha on petition of S. S. Bodurtha et als.\$15.

Accounts

\$28,363.71

Sundry accounts being presented, are allowed, and the same, amounting to the sum of twenty-eight thousand, three hundred and sixty-three dollars and seventy-one are ordered to be paid from the county treasury.

Hampden, ss: December 20th, 1909.

Judgment is entered up according to reports &c and all matters not acted upon are ordered to be continued and this meeting is adjourned without day.

Attest:-

Robert O. Morris Clerk.

The Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners begun and holden at Springfield, within and for said county of Hampden, on the fourth Tuesday of December, being the twenty-eighth day of said month, and by adjournment on the thirtieth day of said month, in the year of our Lord one thousand nine hundred and nine.

Present,

Charles C. Spellman, Esq., Chairman)	County Commissioners.
James M. Sickman, ")	
Wm. H. Porter, ")	

And by adjournment on the fifth, sixth, twelfth, twenty-first and twenty-fourth day of January, in the year of our Lord one thousand nine hundred and ten.

Present,

James M. Sickman, Esq., Chairman)	County Commissioners.
Wm. H. Porter, ")	
Charles C. Spellman, ")	

And by adjournment of the thirty-first day of January, and by adjournment on the second, fourth, fifth, twenty-first and twenty-fifth days of February, and by adjournment on the second, fifteenth, seventeenth, twenty-fifth, twenty-ninth and thirtieth days of March, and by adjournment on the sixth and eighth days of April, in the year of our Lord one thousand nine hundred and ten.

Present,

Charles C. Spellman, Esq., Chairman)	County Commissioners.
William H. Porter ")	
William H. Brainerd, ")	

Charles C. Spellman, of Springfield, having been declared by the Board of Examiners, elected County Commissioner for the term of three years, and having been duly sworn, appears on said fifth day of January, and the Board, consisting of James M. Sickman, Wm. H. Porter and Charles C. Spellman, Esquires, proceed to the choice of a chairman. The whole number of votes cast is three, of which James M. Sickman, Esq. has two, and is chosen chairman of the Board for the ensuing year.

To the County Commissioners of the County of Hampden:

Respectfully represents the undersigned citizens of Hampden County that the highway leading from Springfield to the town of Hampden in said county, and known as the North road leading from Springfield to Hampden, being a continuation of Allen Street, in said Springfield from the Springfield line near the top of Markham hill east to a stone post at the Hampden line, and being wholly within the town of East

Clark Goodwill et
als., Petitioners
for alteration and
specific repairs on
"North road" leading
from Springfield to
Hampden, in East
Longmeadow.

Longmeadow in said County is out of repair, sandy, filled with ruts and is not in a safe and convenience condition for travel; that common convenience and necessity require that said highway should be altered, changed in grade, and specifically repaired.

Wherefore we pray your Honorable Board to view said highway and order such alterations, changes in grade, and specific repairs as shall to your Board seem necessary and proper.

Hampden, Mass.

May 1, 1909.

Clark Goodwill and others, Petitioners.

The foregoing petition was entered at a meeting of the County Commissioners holden at Springfield, within and for said County, on the second Tuesday of April, in the year of our Lord one thousand nine hundred and nine, and was continued from meeting to meeting to this meeting, and due proceedings having been had thereon, the County Commissioners file the following decree, to wit:-

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting, January 5, 1910.

On the Petition of Clark Goodwill and others, praying for specific repairs on a highway in East Longmeadow. It appearing that all persons and corporations interested therein had been duly notified of the time and place of meeting, the said County Commissioners did, on the twelfth day of June A. D. 1909, view said highway, and hear all parties interested, and did adjudged that common convenience and necessity required that said highway should have specific repairs.

And now said Commissioners order specific repairs to be made on the highway known as the North road leading from Springfield to Hampden from the Springfield line near the top of Markham hill east to a stone post at the Hampden line, being wholly within the town of East Longmeadow, as follows: The same to be finished so that eighteen (18) feet in width thereof throughout the whole, exclusive of gutters on the sides, shall be safe and convenient for the passage of teams of every description, with customary loads. The form and manner of construction shall be as follows: all obstructions shall be removed from every part of the same to the width aforesaid, and so crowned that the center shall be ten inches higher than the sides. Drains and sluices shall be of proper construction not less than twenty-four feet in length and of sufficient capacity at all places necessary for conducting away the water. The surface of the traveled part of said highway not less than fifteen feet wide and to the depth of eight inches shall consist of gravel or other material which shall be permanently hard. Railing shall be erected at all dangerous places, and the whole shall be done in a workmanlike manner, to the acceptance of the Commissioners.

And it is ordered by said Commissioners that the inhabitants of said town of East Longmeadow shall, on or before the first day of June, 1910, complete and finish the same.

Chas. C. Spellman) County
Wm. H. Porter) Commissioners.

Hampden, ss: County Commissioners' Meeting. January 5, A.D. 1910.

The foregoing report is filed and accepted, and thereupon it is ordered that the same be recorded; that the said road may be known as a public highway forever.

Attest:-

Robert O. Morris, Clerk.

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the twenty-eighth day of December, A. D. 1909.

Voted: A request having been made to the County Commissioners of the County of Hampden, by Erwin G. Ward for the release of Maurice F. Scanlon of Chicopee Falls, from the Hampden County Training School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Chicopee, after due notice and hearing, it is considered and adjudged by said commissioners that it will be for the best interest of the said Maurice F. Scanlon to be at liberty. And thereupon said Commissioners order that he be released on the first day of January, next, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of Chicopee.

Robert O. Morris, Clerk.

Released from
Training School
on parole,
Maurice F. Scanlon

Commonwealth of Massachusetts.

Hampden, ss:

At a meeting of the County Commissioners of the County of Hampden, holden at Springfield, within and for said County, on the twenty-eighth day of December A. D. 1909.

Voted: A request having been made to the County Commissioners of the County of Hampden by Erwin G. Ward for the release of Valmire Sicotte of Holyoke, from the Hampden County Training School, a notice and opportunity to be heard having been given to the Superintendent of Schools of the city of Holyoke, after due notice and hearing, it is considered and adjudged by said commissioners that it will be for the best interest of the said Valmire Sicotte to be at liberty. And thereupon said Commissioners order that he be released on the first day of January, next, under the provisions of the Acts of 1904, Chapter 220, Section 4, upon the following condition, that he conform to the school regulations of the city of Holyoke.

Robert O. Morris, Clerk.

Released from
Training School
on parole,
Valmire Sicotte

Order for Transfer.

Commonwealth of Massachusetts.
 Hampden, ss: County Commissioners' Meeting. December 28th, 1909
 To Fred A. Bearse, Treasurer of Hampden County:

You are hereby authorized to transfer from the General Fund in your hands as Treasurer, to the fund for the Hall of Records, the sum of eighteen thousand dollars (\$18,000.)

Chas. C. Spellman) County
 Wm. H. Porter) Commissioners.

Order to pay
Treasurer of Hamp-
shire County.

Commonwealth of Massachusetts.
 Hampden, ss: Springfield, December 30th, 1909.
 To Fred A. Bearse, County Treasurer:

You are hereby authorized and directed to pay to the treasurer of Hampshire county for the Mount Tom State Reservation Fund the sum of four thousand one hundred and thirty dollars (\$4,130.)

Chas. C. Spellman) County
 Wm. H. Porter) Commissioners.

Fred A. Bearse,
 County Treasurer,
 sworn.

January 5, 1910.

Fred A. Bearse, of Springfield, County Treasurer, appears, is sworn, and gives a bond for the faithful discharge of the duties of said office. Said bond is approved.

Order for Transfer

Commonwealth of Massachusetts.
 Hampden, ss: Springfield, January 6th, 1910.

Whereas in the judgment of the County Commissioners the interests of the County of Hampden demand an expenditure in excess of the amount authorized by law for Highways, bridges and land damages in said County, said County Commissioners hereby authorize the County Treasurer to transfer from the account for Training School, the sum of six hundred and eighty-one dollars and fifty-one cents (\$681.51) in addition to the amount authorized by law for the purpose aforesaid.

The reason for such transfer is that the appropriation authorized for the purpose aforesaid is exhausted.

C. C. Spellman) County
 Wm. H. Porter) Commissioners.

Commonwealth of Massachusetts.

Order for Transfer

Hampden, ss: Springfield, January 6, 1910.

Whereas in the judgment of the County Commissioners the interests of the County of Hampden demand an expenditure in excess of the amount authorized by law for Law library in said County, said County Commissioners hereby authorize the County Treasurer to transfer from the account for interest on county debt the sum of ninety-eight dollars and fifty-seven cents (\$98.57) in addition to the amount authorized by law for the purpose aforesaid.

The reason for such transfer is that the appropriation authorized for the purpose aforesaid is exhausted.

C. C. Spellman) County
Wm. H. Porter) Commissioners.

Commonwealth of Massachusetts.

Order for Transfer

Hampden, ss: Springfield, January 6th, 1910.

Whereas in the judgment of the County Commissioners the interests of the County of Hampden demand an expenditure in excess of the amount authorized by law for Building county buildings in said County, said County Commissioners hereby authorize the County Treasurer to transfer from the account for Repairing, furnishing and improving county buildings the sum of thirteen thousand, eight hundred and fifty-two dollars and sixty-five cents (\$13,852.65) in addition to the amount authorized by law for the purpose aforesaid.

The reason for such transfer is that the appropriation authorized for the purpose aforesaid is exhausted.

C. C. Spellman) County
Wm. H. Porter) Commissioners.

Estimate by the County Commissioners of the County of Hampden of the Receipts and Expenditures of said County for the Year ending, Dec. 31, 1910
Also, Statement showing the Unappropriated Balance in the County Treasury at the Closing of the Treasurer's Books for the Year 1909.

R E C E I P T S (E S T I M A T E D).

1. Interest,	1000.00	
2. Clerk of courts and registers of Deeds,	12000.00	
3. District and police courts,	1500.00	
4. Jails and houses of correction,	4500.	
5. Fines, costs and fees,	1500.00	
6. Highway and bridge account,	00.00	
7. Training schools,	2000.00	
8. Miscellaneous,	100.00	
Total,		\$22600.00

Brought forward.....\$22600.00

STATEMENT SHOWING ESTIMATED TOTAL AMOUNT AVAILABLE.

Balance in Treasury at the closing of the books for the Year 1909	\$61199.01
(a) Less special appropriations, \$23579.64	
(b) Less money held for dog account,	11188.95
Total (a) and (b).....	34768.59
Net balance in Treasury, unappropriated; add to estimated receipts above,	\$26430.42
Estimated total amount available,	<u>\$49030.42</u>

ESTIMATED EXPENDITURES FOR 1910.

Items.

1. Interest on county debt,	12000.
2. Reduction of county debt,	20000.
3. Salaries of county officers and assistants, fixed by law	18000.
4. Clerical assistance in county offices,	10000.
5. Salaries and expenses, district and police courts,	26000.
6. Salaries of jailers, masters and assistants, and support of prisoners in jails and houses of correction,	35000.
7. Criminal costs in superior court,	10000.
8. Civil expenses in supreme and superior courts,	15000.
9. Trial justices,	500.
10. Transportation of county commissioners,	500.
11. Medical examiners, inquests and care of the insane,	6000.
12. Auditors, masters and referees,	4000.
13. Building county buildings,	6000.
14. Repairing, furnishing and improving county buildings	25000.
15. Care, fuel, lights and supplies in county buildings other than jails and houses of correction,	14000.
16. Highways, bridges, and land damages,	10000.
17. *Law libraries,	2500.
18. Training school,	7000.
19. Miscellaneous and contingent expenses,	7330.42
20. Maintenance Mt. Tom Reservation,	<u>4200.</u>
Total,	\$233030.42

Items.	Appropriation for 1909	Expenditures 1909.
1. Interest on county debt,	12000.	7457.22
2. Reduction of county debt,	20000.	120000.00
3. Salaries of county officers and assistants, fixed by law,	18000.	17356.80
4. Clerical assistance in county offices	10000.	8958.01
5. Salaries and expenses, district and police courts,	26000.	24160.27
6. Salaries of jailers, masters and assistants, and support of prisoners in jails and houses of correction,	35000.	33926.82
7. Criminal costs in superior court,	10000.	9527.66
8. Civil expenses in supreme and superior courts,	15000.	12992.19
9. Trial justices,	500.	339.00
10. Transportation of county com- missioners,	500.	278.10
11. Medical examiners, inquests and care of the insane,	6000.	4435.72
12. Auditors, masters and referees,	4000.	2145.57
13. Building county buildings,	6000.	19852.65
14. Repairing, furnishing and improving county buildings	25000.	7663.47
15. Care, fuel, lights and supplies in county buildings, other than jails and houses of correction,	13000.	13389.95
16. Highways, bridges and land damages,	10000.	10681.51
17. Law libraries,	2500.	2598.57
18. Training school,	7000.	5897.43
19. Miscellaneous and contingent ex- penses,	7535.19	4560.92
20. Maintenance Mt. Tom Reservation,	4200.	4130.00
Totals,	232235.19	310351.86

Chas. C. Spellman, Chairman.

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. January 12th, 1910.

To Fred A. Bearse, Treasurer of Hampden County:

You are hereby authorized to transfer from the
General Fund in your hands as Treasurer, to the fund for the Addition
& Alterations at the Court House, the sum of five thousand (\$5,000.).

Chas. C. Spellman) County
Wm. H. Porter) Commissioners.

Order for Transfer.

Order for Transfer

Commonwealth of Massachusetts.

Hampden, ss:

Springfield, January 12th, 1910.

Whereas in the judgment of the County Commissioners the interests of the County of Hampden demand an expenditure in excess of the amount authorized by law for care, fuel, lights and supplies in county buildings, other than jails and houses of correction in said County, said County Commissioners hereby authorize the County Treasurer to transfer from the account for interest on county debt the sum of three hundred and eighty-nine dollars and ninety-five cents (\$389.95) in addition to the amount authorized by law for the purpose aforesaid.

The reason for such transfer is that the appropriation authorized for the purpose aforesaid is exhausted.

Chas. C. Spellman) County
Wm. H. Porter) Commissioners.

Annual Report of
County Commissioners
for the year
1909.

Including appraisal
of county property.

HAMPDEN COUNTY COMMISSIONERS' REPORT FOR 1909.

The thirteenth annual report of the County Commissioners, made under the provisions of chapter 21, section 25, of the Revised Laws, referring the taxpayers to the County Treasurer's report for specific details.

The following petitions were dismissed without prejudice,-
Clarence E. Deming and others petitions for a new highway in Tol-
land, from the county road to Noyes Pond.
James Cesan and others petitioners for location of Poplar street in
Agawam.

We have relocated Wilbraham road, in North Wilbraham, on peti-
tion of F. W. Green and others, and Cushman street in Monson, on
petition of Edward J. Hughes and others, and have prescribed the manner
and limits within which alterations of crossing at Springfield street,
in Agawam, should be made, on the petition of the Selectmen of Agawam.

Clark Goodwill and others filed a petition for alteration and
specific repairs on "North road" leading from Springfield to Hampden
and G. W. Smith and others for relocation of Southwick road, Westfield,
from terminus of South Maple street, southerly to Southwick line, in
both of which a hearing and view have been had.

On the petition of George W. Whipple and others for relocation of
West Silver street, between Pleasant and Court streets, in Westfield,
no proceedings have been had.

The sum of thirty dollars has been paid as land damages in the
case of S. S. Bodurtha and others, petitioners for relocation of Adams
street, in Agawam, and the sum of three hundred and forty dollars in
the case of J. L. Hubbard and others petitioners for relocation of
Shoemaker Lane, Agawam.

The contract*for building the Hall of Records provided that fifteen
per cent of the cost, should be reserved by the County. The Contractor,

the Fosburgh Company failed, leaving numerous debts for labor and materials furnished during the construction of the building. The Supreme Judicial Court has recently decided that the money received should be divided among certain of the creditors.

No highways have been laid out by the Commissioners under the provisions of law authorizing the assessment of betterments, and no sums have been reimbursed the County as betterments.

No applications have been made to the Massachusetts highway commission.

For cost and construction of state highways in this county, reference may be had to the following tables.

HAMPDEN COUNTY

Amounts Expended for Repair and Maintenance of State Highways to
December 1, 1909.

Town-City	Expended 1894-1908	Expended 1909	Totals
Agawam,	940.90	132.91	1,073.81
Brimfield,	1,915.61	61.91	1,977.52
Chester,	2,360.56	438.24	2,798.80
Chicopee,	9,158.17	1,551.08	10,709.25
East Longmeadow,	139.65	69.24	208.89
Monson,	1,218.35	93.61	1,311.96
Palmer,	2,434.60	2,287.97	4,722.57
Russell,	12,936.26	3,363.21	16,299.47
Wales,	330.40	31.92	362.32
Westfield,	7,646.82	8,991.70	16,638.52
West Springfield,	1,550.40	3,907.37	5,457.77
Wilbraham,	3,459.73	802.50	4,262.23
Totals,	\$44,091.45	\$21,731.66	\$65,823.11

HAMPDEN COUNTY

Amounts Expended under the "Small Town" Act to December 1, 1909.

Town or City	Expended Previous to 1909	Expended 1909	Totals
Blandford,	3,444.00	---	3,444.00
East Longmeadow,	680.00	---	680.00
Granville,	3,323.00	999.52	4,322.52
Hampden,	2,508.00	555.29	3,063.29
Holland,	164.00	---	164.00
Longmeadow,	1,200.00	---	1,200.00
Montgomery,	808.00	235.44	1,043.44
Southwick,	1,992.36	---	1,992.36
Tolland,	2,542.06	---	2,542.06
Totals,	\$16,661.42	\$1,790.25	\$18,451.67

HAMPDEN COUNTY

Showing Lengths Laid out, Lengths Constructed and Amounts Expended
to December 1, 1909.

Town-City	Lengths Laid out			Lengths Constructed		
	1894-1908	1909	Total	1894-1908	1909	Total
Agawam,	11746	4623	16369	11746	4200	15946
Brimfield,	20945	--	20945	20945	--	20945
Chester,	17131	5431	22562	17131	4500	21631
Chicopee,	20542	--	20542	20542	--	20542
East Longmeadow,	5500	--	5500	5500	--	5500
Monson,	8527	--	8527	8212	315	8527
Palmer,	50342	2000	52342	47271	3071	50342
Russell,	35189	--	35189	35189	--	35189
Wales,	5493	--	5493	5493	--	5493
Westfield,	30667	--	30667	30667	--	30667
West Springfield,	12054	--	12054	12054	--	12054
Wilbraham,	25428	--	25428	25428	--	25428
Total (feet)	243564	12054	255618	240178	12086	252264
Total (miles)	46.13	2.28	48.41	45.49	2.29	47.78

EXPENDED *

Town-City	1894-1908	1909	Total
Agawam,	22791.01	10967.10	33758.11
Brimfield,	24901.63	13.46	24915.09
Chester,	30185.38	8911.27	39096.65
Chicopee,	51427.82	258.33	51686.15
East Longmeadow,	10086.18	---	10086.18
Monson,	15224.33	928.91	16153.24
Palmer,	104580.92	711565.49	116146.41
Russell,	84370.26	---	84370.26
Wales,	3962.60	---	3962.60
Westfield,	45937.15	51.24	45988.39
West Springfield,	19730.99	---	19730.99
Wilbraham,	48442.32	567.89	49010.21
	\$461640.59	\$33263.69	\$494904.28

* Exclusive of repairs and maintenance.
/ Includes part cost of bridge.

The sum of \$8,314.64 was paid to the Commonwealth on account of construction of state highways, making the whole amount repaid \$97,488.65 and \$42,314.81 still due,

The sum of \$27,360.52 was expended upon county buildings for repairs and furnishings, \$19,697.05 of which was for additions and alterations at the court house, and \$7,663.47 for repairs done by day work.

The following transfers were made to meet the expenditures which exceeded appropriations:

From the account for training school to amount authorized by law

for highways, bridges and land damages, \$681.51.

From the account for interest on county debt to amount authorized by law for law library, \$98.57.

From the account for repairing, furnishing and improving county buildings to amount authorized by law for building county buildings, \$13,852.65.

From the account for interest on county debt to amount authorized by law for care, fuel, lights and supplies in county buildings, other than jails and houses of correction, \$389.95.

The following are the salaries of county officials prescribed by law:

Sheriff,	\$2,000.00
Clerk of Courts,	3,500.00
Assistant Clerk,	2,000.00
County Treasurer,	2,000.00
Register of Deeds,	2,800.00
Assistant Register of Deeds,	1,400.00
County Commissioners,	3,600.00

The following are the salaries of the county officials not prescribed by law:

At the Court House:

Messenger,	\$1,200.00	Engineer,	\$1,200.00
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Hall of Records:

Janitor,	\$900.00
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At the Jail:

Jailer,	1,000.00	Watchman,	720.00
Turnkey,	1,080.00	Engineer,	1,020.00
Assistant Turnkey,	900.00	Steward,	780.00
First Keeper,	780.00	Shop Foreman,	840.00
Second Keeper,	780.00	Matron,	600.00
Third Keeper,	720.00	Physician,	600.00
Fourth Keeper,	720.00	Chaplains,	300.00
Fifth Keeper,	720.00	Instructor of Industries,	296.00
Watchman,	720.00	Stenographer,	720.00
Watchman,	720.00		

At the Training School:

Superintendent,	\$1,200.00	Assistant Superintendent,	\$480.00
Teacher,	480.00		

The following is a list of the assets of the county of Hampden, December 31, 1909:

Court House building and lot,	\$266,000.00
Hall of Records and lot,	180,000.00
Law Library (12,191 volumes),	25,000.00
Furniture and other property, Court House and Hall of Records,	30,000.00
Jail and House of Correction buildings and lot,	285,000.00
Furniture and other property, Jail and House of Correction,	10,000.00
Training School, buildings and lot,	25,000.00
Furniture and other property, Training School,	3,000.00
Furniture and other property, District Courts,	1,500.00
Sinking Fund, Hampden County,	416.08

Chas. C. Spellman)	
J. M. Sickman	)	County
Wm. H. Porter	)	Commissioners.

Chairman pro
tempore elected.

Charles C. Spellman was elected chairman pro tempore.

County Commission-
er appointed.

Commonwealth of Massachusetts.

Hampden, ss:

January 31, 1910.

Whereas a vacancy occurs in the office of County Commissioners in said county, by reason of the death of James M. Sickman, the two remaining County Commissioners and the Clerk of the Courts for said county, deeming it expedient and for the interest of the public do hereby appoint William H. Brainerd of Palmer, in said county as a suitable person to fill such vacancy, who shall exercise all the powers and be subject to all the disabilities which pertain to such office under the Statutes of this Commonwealth, and the said William H. Brainerd shall hold his said office of County Commissioner, until a person is elected thereto and qualified.

Chas. C. Spellman) County
Wm. H. Porter) Commissioners.
Robert O. Morris,
Clerk of the Courts.

Vote

Voted to accept the proposal of the Art Metal Construction Company to furnish steel furniture for court house for the sum of \$6381.00

Resolutions passed
upon death of
James M. Sickman

By the death of James M. Sickman, for the past sixteen years a member of the Board of County Commissioners, and at the time of his decease Chairman of the Board, the County has been deprived of the services of an able, courteous and faithful public servant.

His peculiar ability so fully exemplified as engineer of the Holyoke Water Power Company, in the construction of the Holyoke Dam, the system of canals, the public works and highways of the City of Holyoke, rendered him a great value to the County of Hampden as a County Commissioner.

His long term in office as Commissioner sufficiently establishes the appreciation of the public as to his character and qualification for public service.

His associates hereby express their respect for his manly qualities his ever courteous disposition, and his ready capacity for the discharge of duties and spread upon the records of the County Commissioners this tribute to his memory.

Chas. C. Spellman
Wm. H. Porter
W. H. Brainerd

Springfield, Feb. 2, 1910

December Meeting, 1909

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. February 5th, 1910.

To Fred A. Bearse, Treasurer of Hampden County,-

You are hereby authorized to transfer from the general fund in your hands as Treasurer, to the fund for the Addition and Alterations at the Court House, the sum of eleven thousand dollars, (\$11,000.00)

Chas. C. Spellman)	
Wm. H. Porter	)	County
W. H. Brainerd	)	Commissioners

Order for Transfer

Commonwealth of Massachusetts.

Hampden, ss:- County Commissioners' Meeting. February 5th, 1910.

To Fred A. Bearse, Treasurer of Hampden County,-

You are hereby authorized to transfer from the fund for the Hall of Records in your hands as Treasurer, to the general fund, the sum of eighteen thousand, five hundred dollars (\$18,500.00)

Chas. C. Spellman)	
Wm. H. Porter	)	County
W. H. Brainerd	)	Commissioners

Order for Transfer

No. 1.

Commonwealth of Massachusetts.

Hampden, ss:- County Commissioners' Meeting. February 21st, 1910.

VOTED:

That Fred A. Bearse, county treasurer, be authorized to borrow on the credit of the county and on account of the addition and alterations at the Court House, under the provisions of chapter 451 of the acts of 1909, the sum of fifty thousand dollars (\$50,000) and to make, execute and deliver a note or notes to that amount, payable in sixty days, to the order of such bank, institution, corporation or individual, as he, the said Bearse, shall elect, and to pay interest or discount thereon at a rate not exceeding four and one-half per cent per annum.

Chas. C. Spellman)	
Wm. H. Porter	)	County
W. H. Brainerd	)	Commissioners.

County Treasurer authorized to borrow on account of addition and alterations at the Court House. #1.

Order for Transfer

Commonwealth of Massachusetts
 Hampden, ss: County Commissioners' Meeting. February 21st, 1910.
 To Fred A. Bearse, Treasurer of Hampden County,-

You are hereby authorized to transfer from the
 general fund in your hands as Treasurer, to the fund for the Hall of
 Records, the sum of eighteen thousand, five hundred dollars (\$18,500.)

Chas. C. Spellman)	
Wm. H. Porter	)	County
W. H. Brainerd	)	Commissioners.

Order for Transfer

Commonwealth of Massachusetts.
 Hampden, ss: County Commissioners' Meeting. February 21st, 1910.
 To Fred A. Bearse, Treasurer of Hampden County,-

You are hereby authorized to transfer from the fund
 for the Addition and Alterations at the Court House in your hands as
 Treasurer, to the General Fund, the sum of thirty thousand dollars
 (\$30,000.)

Chas. C. Spellman)	
Wm. H. Porter	)	County
W. H. Brainerd	)	Commissioners.

Order for Transfer

Commonwealth of Massachusetts.
 Hampden, ss: County Commissioners' Meeting. February 25th, 1910.
 To Fred A. Bearse, Treasurer of Hampden County,-

You are hereby authorized to transfer from the
 general fund in your hands as Treasurer, to the fund for the Hall of
 Records, the sum of nine hundred and twenty-four dollars and twenty-
 three cents (\$924.23)

Chas. C. Spellman)	
Wm. H. Porter	)	County
W. H. Brainerd	)	Commissioners.

Order revoking
permit to be at
liberty,
Judson Bosworth

Commonwealth of Massachusetts.
 Hampden, ss: County Commissioners' Meeting. March 2, 1910.
 Whereas, it has been made to appear to said Commissioners
 that Judson Bosworth of Westfield, in said County, was sentenced to
 the House of Correction in said county, on the 19th day of December,
 1908, by the District Court of Western Hampden, and whereas it further

appears that a written permit to be at liberty was issued to the said Judson Bosworth on the first day of July, 1909 by said Commissioners and it further appears that said Judson Bosworth has been convicted of a crime punishable by imprisonment it is now ordered by said Commissioners that the said permit be revoked.

Chas. C. Spellman)	
Wm. H. Porter	)	County
W. H. Brainerd	)	Commissioners.

March 2, 1910

Voted to accept bid of Geo. H. McClean for furnishing and installing the vacuum piping in Court House for the sum of \$410.

Vote

Geo. H. McClean

Voted to accept proposal of Norcross Bros. Co. to reinforce tower.

Vote

Norcross Bros. Co.

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. March 15th, 1910.

Whereas it appears to the satisfaction of said County Commissioners that Raymond O'Connor of Holyoke, in said county, a child committed to the Hampden County Training School, by the Police Court of the City of Holyoke, has violated the conditions of his parole issued to him by said Commissioners on the first day of December, 1909:

It is therefore ordered that said parole be revoked and that an order issue to arrest said child and return him to said Training School.

Chas. C. Spellman)	
Wm. H. Porter	)	County
W. H. Brainerd	)	Commissioners.

Order revoking
parole,

Raymond O'Connor

Voted: That the Chairman of the Board be authorized to sign a contract with the New England Telephone and Telegraph Company for a private branch exchange.

Vote.

New England Tel. &
Tel. Company

County Treasurer
authorized to bor-
row in anticipa-
tion of County Tax

The Commonwealth of Massachusetts.

Hampden, ss. County Commissioners' Meeting.

March 30th, 1910.

VOTED:

That Fred A. Bearse, County Treasurer, be authorized to borrow on the credit of the County, and in anticipation of the county tax, a sum of money not exceeding one hundred and fifty thousand dollars (\$150,000.) and to make, execute and deliver a note or notes to that amount, payable November fourth, 1910, to the order of such Bank, Institution, Corporation or Individual, as he, the said Bearse shall elect, and to pay interest or discount thereon at a rate not exceeding four per cent per annum, but no note issued under this order shall be valid unless countersigned by the Springfield Safe Deposit and Trust Company.

Chas. C. Spellman) County
Wm. H. Porter) Commissioners.

Order for Transfer

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. April 6th, 1910.

To Fred A. Bearse, Treasurer of Hampden County:

You are hereby authorized to transfer from the general fund in your hands as Treasurer, to the fund for the Addition and Alterations at the Court House, the sum of fifteen thousand dollars, \$15,000.)

Chas. C. Spellman) County
Wm. H. Porter) Commissioners.

Order for Transfer

Commonwealth of Massachusetts.

Hampden, ss: County Commissioners' Meeting. April 6th, 1910.

To Fred A. Bearse, Treasurer of Hampden County.

You are hereby authorized to transfer from the fund for the Hall of Records in your hands as Treasurer, to the general fund the sum of eight dollars and ninety-three (\$8.93).

Chas. C. Spellman) County
Wm. H. Porter)

December Meeting, 1909

The sum of one hundred and nine dollars and fifty cents is allowed for damages and other expenses incurred under the Statutes relative to Dogs, and the same is ordered to be paid out of the moneys received by the County Treasurer under the provisions of said Statutes.

Allowance for damages done to Sheep.

Sundry accounts, being presented, are allowed, and the same, amounting to the sum of seventy-four thousand and ninety dollars and seventy cents are ordered to be paid from the county treasury.

Accounts:

\$74,090.70

Hampden, ss: April 6th, 1910.

Judgment is entered up according to reports &c. and all matters not acted upon are ordered to be continued and this meeting is adjourned without day.

Attest:-

Robert O. Mow Clerk.

